

# YOUR SERVICES AGREEMENT



## **2. Terms of Service**

These Terms of Service form part of the Agreement between you and New Horizons and sets out the requirements covering the care that New Horizons will provide you.

### **2.2. Why should you sign this Agreement?**

To ensure that you and New Horizons have an agreed set of expectations on what care or services will be provided to you.

### **2.3. What should you do before you sign this Agreement?**

Make sure you understand and agree to everything in this Agreement, including these Terms of Service before you sign it. If you don't understand this Agreement, speak to us or someone else you trust.

### **2.4. When does this Agreement begin and end?**

This Agreement will begin from the Start Date set out in the Agreement Details.

This Agreement ends:

- On the date set out in the Agreement Details
- when You or New Horizons end this Agreement by providing the other party 30 days' written notice (or 60 days if you wish to move out of your home).
- immediately when a new Agreement with New Horizons is signed, or
- immediately, or up to 30 days upon notice if there is a risk of harm or serious breach this Agreement. Before providing such notice, both parties should seek to work together in good faith to resolve the issue/s contributing to the Agreement breach.

You will be required to pay all outstanding fees outlined in your Schedule until the end of your notice period unless New Horizons agrees in writing that this is not required.

Cancellation of a Service provided by New Horizons under this Agreement will not terminate this Agreement.

### **2.5. What if I am being provided with Program of Support services?**

A Program of Support can only be offered to you for a maximum of 12 weeks per program. The 12-week maximum does not apply for other services or a New Horizons home agreement. New Horizons will notify you via your preferred communication method for consent before the start of a Program of Supports.

Supports delivered under a Program of Support, is not subject to cancellation rules as per 2.18 and New Horizons will claim for the support service regardless of your attendance if New Horizons delivers the service.

You may at any time choose to change or end a Program of Support by giving us at least 2 weeks notice.

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## **2.6. What happens to my Service if my Plan End Date is reached before a new Agreement is in place?**

We may continue to provide you Service in the interim period under current arrangements and will discuss this with you. Payment of these services will be claimed against your new plan or you will be sent an invoice.

## **2.7. What is a Service Schedule?**

A Service Schedule is a table forming part of the Agreement that details the service New Horizons will provide to you. It sets out the total amount of funds available and how those funds will be allocated and spent. You may make changes to your service schedule upon agreement with New Horizons subject to the amount of funds available.

## **2.8. How much will your Services cost?**

The costs of the services are set out in the Service Schedule which may include how the Services are funded. These costs may be paid through your government funding or directly by you. New Horizons may need to charge you for some additional fees not listed in the Service Schedule, such as entrance fees, event tickets, meals, or other out of pocket expenses associated with the Services (Additional Fees). These Additional Fees will be discussed with you prior to New Horizons incurring them.

New Horizons will review and change our pricing from time to time.

## **2.9. Are there any staff travel-related costs for the services?**

New Horizons may charge you staff travel costs that are considered billable by the NDIS. This includes labour-related and non-labour related costs. Labour-related costs may be charged for staff travel time within the NDIS Price Guide limits for metropolitan areas (MMM 1), regional centres (MMM 2-3) and for regional areas (MMM 4-5). Non-labour costs include road tolls, parking fees and the running costs of the vehicle.

## **2.10. Will I be charged the Temporary Transformation Payment (TTP)?**

New Horizons may charge you Temporary Transformation Payment (TTP) support items (and price limits) if applicable and in compliance with the NDIS TTP terms.

## **2.11. Do you pay GST on the amounts charged under this Agreement?**

If any GST is payable on any Service or Payment Schedule on this Agreement, we will detail this on your invoice.

Examples of where GST may apply include non-NDIS related Services or items paid from your personal funds.

## **2.12. Can the price of the Services change?**

Yes. For Government-funded Services, you will be charged the current Service Prices (fees) as set by the Government.

Prices for NDIS Services can also change. New Horizons reviews their prices and will update the fees in line with changes made to the NDIS Price Guide.

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For quoted services not in the price guide (regular claims), we will update the claim amounts as per NDIS announcements.

Our most up to date NDIS service prices can be found at [www.newhorizons.org.au](http://www.newhorizons.org.au).

For all other Services, New Horizons will advise you at least 14 days before any changes to Service Prices.

## **2.13. Can the Services be changed?**

Changes to your Services must be agreed in writing, signed and dated by the parties. We may issue you a new Agreement to reflect these changes.

If your Services involve an NDIS plan, changing this service will require a change to the NDIS Service Booking, which New Horizons will complete on your behalf.

## **2.14. What financial information will be provided?**

If you receive a Home Care Package, a monthly statement will be provided to you.

Otherwise, you may request a statement of the financial position of your service, including the costs of service and an explanation of any ongoing fees payable by you.

We will respond to all requests within 10 working days of the receipt of your request.

## **2.15. What are New Horizons responsibilities?**

New Horizons agrees to:

- deliver the service set out in this Agreement
- take reasonable measures to help ensure your safety, security and wellbeing
- protect your privacy and confidential information in line with our Privacy Policy
- comply with all relevant laws, contractual obligations and codes of conduct, and
- minimise and manage any conflict of interest
- continue to manage your health and wellbeing in the event of an emergency or disaster, as agreed with you and/or your representative. New Horizons will take all reasonable measures to implement its emergency and disaster planning procedures and provide continuity of support in line with mandated requirements.

If a New Horizons Home is part of your Agreement, New Horizons also agrees to:

- provide you with a Home as set out in the Agreement
- provide and maintain the Home in a reasonable state of repair and address critical maintenance requirements within 24 hours, urgent requirements within 7 days and routine requirements within 14 days
- provide you with safety information applicable to your Home.

## **2.16. What are your responsibilities?**

You agree to:

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- follow any reasonable request from a New Horizons employee relating to your safety, your wellbeing or the safety or wellbeing of others
- not act violently or threaten violence to others
- not engage in illegal activity or intentionally break the law
- give employees of New Horizons the right to access your Home or your room if your Schedule indicates that service is to be provided in your Home or your room
- notify us if you are planning any absences
- keep us up to date if your financial situation changes (such as your government benefits) or of any other changes that might impact this Agreement, such as changes to your Plan Manager.
- pay any fees within 14 days of the date on the invoice
- comply with New Horizons Non-Smoking Policy

If a New Horizons Home is part of your Agreement, you also agree to:

- notify us if you are planning any absences from your Home and not be absent for more than 60 consecutive days without prior written agreement from New Horizons
- adhere to your Home Rules, where a Home is provided as part of this Agreement.
- not intentionally or recklessly damage your Home or its contents
- use the property for Residential purposes and not for any other purpose without prior written agreement from New Horizons.

## **2.17. Can you suspend the care you receive?**

You may request to suspend the care you receive. A request from you to not receive care for five (5) or more consecutive days will be considered as a suspension of care.

You must notify us if you are taking leave from the care you receive and specify the dates.

Leave may be taken:

- for a hospital stay
- for transition care (which may follow a hospital stay)
- to receive respite care
- for social reasons.

You may be required to pay ongoing fees while you are on leave.

## **2.18. Can you change or cancel a scheduled service or appointment?**

You can change or cancel a scheduled service or appointment (not relating to supports delivered under a Program of Supports) without penalty by contacting New Horizons at least 7 working days before the scheduled date.

If your appointment is cancelled within 7 working days of the scheduled date (also known as a Short Notice Cancellation) or you don't show up (also known as a No-Show) at the scheduled place and time, New Horizons may charge up to 100% of the service fees relating to the scheduled service or appointment.

Program of Supports are not subject to these cancellation rules and New Horizons will claim for the support service regardless of your attendance if New Horizons delivers the service. We do this to cover the costs of staff and other activity costs.

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## **2.19. What happens when a notice to end the Agreement is given by you or New Horizons?**

New Horizons may assist you during the notice period with transitioning to another provider of your choice. Exit fees may be charged as detailed in the Pricing Schedule and you will need to pay any transition costs.

If you have a care package and you choose to move your care package to another provider, any unspent funds in your package budget (after all expenses and fees have been paid) will move with you to your new provider.

## **2.20. Where applicable, any portion or transfer portion of the unspent funds will be paid in accordance with the amended *User Rights Principles 2014*. Will the same New Horizons employee always deliver your service?**

New Horizons will take reasonable efforts to have the same set of employees deliver your service. However, there may be times where these services are provided by different employees, particularly due to reasons beyond our control.

## **2.21. Can you change or request a different New Horizons employee?**

If you wish to request a different New Horizons employee, contact New Horizons to discuss the situation. We will work with you to make changes in a reasonable timeframe including, where appropriate, assigning a different employee.

## **2.22. What can a volunteer do?**

If you have a volunteer, the types of care that volunteers can assist with are:

- accompanying you to assist with purchasing small grocery items
- Home visits for social purposes
- driving you to medical appointments or social outings
- visiting places of interest such as galleries or libraries
- assist with reading mail and letter writing
- group outings.

The types of care that volunteers cannot assist with are:

- Home maintenance including cleaning and gardening
- personal care and cooking meals
- babysitting and looking after pets
- handling money

## **2.23. What if you require transport?**

New Horizons may be able to provide transport services. You can pay for these transportation services through personal funds, New Horizons pre- paid travel vouchers or via your NDIS plan.

## **2.24. How do you book transport?**

Contact New Horizons at least 2 working days before you plan to travel so New Horizons can ensure the right transport is available.

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If transport is not available, you may need to book your own alternative transport or have the appointment cancelled.

Please note that any cancellations to transport bookings are subject to the cancellation terms in clause C2.17.

## **2.25. How much will your Home cost?**

Fees are outlined in the Payment Schedule and may be paid through your government funding or directly by you.

If you receive an invoice from New Horizons, it must be paid within 14 days of the date of the invoice, or as otherwise agreed. Details of how to pay can be found on the invoice.

## **2.26. Will you have to pay board?**

If applicable, you will need to pay Board Amounts to New Horizons as a contribution to household expenses incurred by you and other Residents of your Home.

## **2.27. How much board will you need to pay?**

The Board Amount will not be more than 50% of your Disability Support Pension plus 100% of the Energy Supplement.

If you do not receive the Disability Support Pension or Energy Supplement and are earning an income, the equivalent of the above will be used to calculate your Board Amount.

Because the Board Amount is based on a percentage, it will change when the amount of either the Disability Support Pension and/or Energy Supplement changes. You agree to pay the increase when notified by New Horizons, who will let you know at least 14 days before the increase occurs.

The Board Amount does not include, and you acknowledge you are responsible for, your own personal expenses such as phone, internet and pay TV costs as well as medical costs such as any ambulance services and medical practitioners.

## **2.28. What do the Board Amounts cover?**

The Board Amounts are separate to the Reasonable Rent Contribution and bond payments and may cover, but are not limited to:

- Electricity, gas and water;
- Groceries;
- Maintenance and replacement of furniture, furnishings, whitegoods and laundry facilities in common areas; and
- Other shared costs for the running of your Home.

## **2.29. Can I suspend my Board Amount?**

You agree that if you are absent from your Home for:

- less than seven (7) days, New Horizons may continue to claim the Board Amount from you for any items covered by the Board Amount that cannot be adjusted over this time;



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- more than seven (7) days, New Horizons may at its absolute discretion apply a temporary reduction to your Board Amount.

## **2.30. Who pays for alterations to your Home?**

If you require any alterations to your Home for your use (for example, the installation of ramps or hoists), to the extent that New Horizons agrees to make these alterations, you must pay New Horizons for the costs it incurs in making these alterations.

## **2.31. What if I want to move out of my Home?**

If you wish to move out of your Home, you can end this Agreement by giving New Horizons 60 days' notice in writing. If you decide to move out of your home before the end of the notice period, New Horizons may claim the lesser of 28 days (4 weeks) of support claims or the remaining notice period.

## **2.19. What happens if I suddenly move out of my home or I can longer live in it?**

For circumstances which require an immediate permanent exit (such as breakdown of supports/relationship, personal health or safety reasons) New Horizons will make a one-off claim of up to 28 days in accordance with the Pricing Arrangements and the specified circumstances.

## **2.32. What happens to your belongings when you leave your Home?**

You will be required to remove your belongings by the date you leave your Home. If you leave any belongings behind, New Horizons may dispose of your belongings after 30 days.

New Horizons will retain shared items including furniture, whitegoods, and kitchen / laundry homewares.

## **2.32. How will New Horizons claim for my shared living arrangement supports?**

New Horizons will claim weekly amounts for your assistance in shared living arrangements. This will be in line with the agreed schedule of supports to be provided for the weekly amount claimed. New Horizons will claim in accordance with the guidelines set out by the NDIS.

## **2.33. Can you have another service provider manage your services while living in a New Horizons provided Home?**

New Horizons can provide additional services to you, such as Supported Independent Living. Where this happens, we will manage any conflicts of interest.

Other service providers may manage services in a New Horizons provided Home if mutually agreed in writing by you and New Horizons.

## **2.34. What are your rights at your Home?**

Your rights at your Home depend on whether it is shared with other Residents. If your Home is a shared Home, you have the right to occupy your room to the exclusion of any other person (but subject to rights of entry set out below) and also to use the common areas of your Home. You can access the bedroom of other Residents only with their permission. If you are asked to leave another Resident's bedroom, you must do so immediately.

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New Horizons employees can enter your room or Home at any time if:

- you give permission; or
- prior notice has been given to you; or
- it is reasonably necessary to protect the safety, wellbeing or property of you or others; or
- there is a critical requirement to maintain the property.

## **2.35. What are Home rules?**

Home Rules are a set of expectations which you and other Residents in your Home are required to comply with. This will help to ensure your Home is a welcoming and positive place to live for everyone. The Home Rules must meet legal obligations and help ensure the safety and wellbeing of you and others.

Home Rules will be posted in a common area of your Home. It is your responsibility to familiarise yourself with them and comply with them. New Horizons employees will be happy to answer any questions you may have about your Home Rules.

## **2.36. Can you keep a pet in your Home?**

You can keep a pet in your Home or yard if you receive prior written agreement from New Horizons to do so. If agreement is provided, you must meet all costs related to the pet, including any damage to property or furnishings and cleaning or fumigation of the Home if required.

New Horizons employees have the right to remove a pet temporarily or permanently if the pet presents a safety risk to others.

## **2.37. Will New Horizons be responsible for the actions of others at your Home?**

New Horizons will not be responsible for the actions of other Residents or visitors at your Home or for your personal items. We recommend you obtain appropriate insurances to cover your personal property.

## **2.38. Can you change your room or Home?**

Yes, with the prior written agreement from New Horizons. Before agreeing to any change, New Horizons will consider the reason for change, the impact on the other Residents and the vacancy options of the room or Home you want to move to.

This change may require an update of the Payment Schedule in your Agreement. You will need to pay for any moving and other transition costs.

## **2.39. Who pays for moving and other transition costs if you move to another Home?**

You will need to pay any moving and other transition costs.

## **2.40. What will the Reasonable Rent Contribution cover?**

The Reasonable Rent Contribution will cover:

- Rent (if the Home is leased)
- Initial set up of:
  - common area furniture (e.g. lounge suite, dining setting, TV)
  - whitegoods



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- window coverings
- kitchen / laundry (laundry basket, cookware, table utensils used to serve and eat food like knives, forks, spoons and plates)
- Connection charges for utilities / internet / phone
- Repairs for Fair Wear and Tear to the Home
- Council rates
- Building insurances

## **2.41. How is the Reasonable Rent Contribution calculated?**

Reasonable Rent Contribution is calculated at:

- 100% of any Commonwealth Rent Assistance you receive; and
- 25% of the Disability Support Pension basic rate before income adjustments.

If you do not receive the Disability Support Pension or Commonwealth Rent Assistance or are earning an income, the equivalent of the above will be applied.

In some cases, and where approved by the NDIA, New Horizons may charge a Reasonable Rent Contribution above these amounts related to the market value of rent in your area.

The Payment Schedule will outline all the fees associated with your Home.

## **2.42. Can the Reasonable Rent Contribution be changed?**

Yes. Your Reasonable Rent Contribution is based on your individual earnings and benefits entitlements and will change in line with them. Where approved by the NDIA, your Reasonable Rent Contribution can also change in response to the market value of rent.

New Horizons will notify you of Reasonable Rent Contribution changes at least 28 days before the change occurs.

## **2.43. Do you have to prove your earnings?**

You must provide New Horizons with supporting documents to prove your earnings, benefits or entitlements. These must be provided before the Payment Schedule is finalised. You must inform New Horizons and provide details of any change to your earnings or circumstances.

If your earnings are not fixed, your situation will be periodically assessed at intervals New Horizons determines to ensure the correct Reasonable Rent Contribution applies.

## **2.44. Can New Horizons back-date any changes made to the Reasonable Rent Contribution?**

Yes. New Horizons can backdate charges to the date of any change to your earnings or benefits entitlements. It is important that you keep New Horizons informed of any changes to avoid backdated charges.

## **2.45. Do you need to advise Centrelink of changes to the Reasonable Rent Contribution?**

You must advise Centrelink as soon as possible of any changes to your Reasonable Rent Contribution.

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## **2.46. Do you need to pay the Reasonable Rent Contribution during absences?**

If you are temporarily absent from your Home for a period of up to 60 days (for example, if you go on holiday), you are still required to pay your Reasonable Rent Contribution.

## **2.47. What other fees must you pay to occupy your Home?**

In addition to the Reasonable Rent Contribution and Board Amounts, you may also be required to make a one-off payment called a bond, equal to (two) 2 weeks of Reasonable Rent Contributions. The bond will be held as security against damage to your Home, non-payment of Reasonable Rent Contribution or a failure to comply with the terms of this Agreement. New Horizons will inform you prior to signing this Agreement if a bond is required and of the payment process.

Other fees and charges will be detailed in the Payment Schedule.

## **2.48. What happens to the bond after the end of this Agreement?**

New Horizons may keep the bond if repair costs, fees or charges are equal to or more than the total bond amount. If the cost of repairs is more than the bond amount, New Horizons may charge you for the extra costs.

If you do not owe New Horizons for costs, fees or charges at the end of this Agreement, the bond will be refunded to you.

## **2.49. When are payments due?**

For any services provided, New Horizons will invoice you for all Amounts and any Additional Fees on a monthly basis.

Each invoice you receive from New Horizons must be paid within 14 days of the date of the invoice, or as otherwise agreed.

The Reasonable Rent Contribution must be paid every two (2) weeks, in advance.

## **2.50. How do you make payments to New Horizons?**

Payments are made based on the option you selected in the Agreement Details. If you have selected to make payments to New Horizons yourself (the Direct Credit option) can do so online to the following account details:

BSB: 062-281

Account number: 0005 0045

Account name: New Horizons Enterprises

When making these payments, please include your full name as the Payment reference.

## **2.51. Who bears the cost of this Agreement?**

You and New Horizons will each be responsible for paying their own costs in relation to the preparation and operation of this Agreement. This includes the cost of any dispute resolution, unless a court decides otherwise.

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## **2.52. What laws apply to this Agreement?**

This Agreement is governed by the laws of NSW with the courts of NSW having jurisdiction over any dispute.

## **2.53. What is a cooling off period and does it apply to you?**

If you are a new customer of New Horizons, a cooling off period allows you to end or cancel this agreement within 10 days without penalty if you have not received any service within those 10 days.

You may still need to pay for any services you have already received.

If you are an existing customer of New Horizons and this agreement is a renewal of a similar previous agreement, you can end this agreement by providing New Horizons 30 days' written notice.

## **2.54. Are there any exclusions or limitations of liability in relation to this Agreement?**

New Horizons is not liable for any indirect or consequential loss, nor is New Horizons liable beyond the terms of this Agreement or a legislative requirement. Any terms, conditions, warranties or guarantees not set out in this Agreement cannot be implied into this Agreement, except to the extent permitted by law.

You and New Horizons will not be liable to the other party for any indirect, consequential, or economic loss.

## **2.55. What about my private information?**

We may need to collect personal information to do provide care to you.

You have a qualified right of access to that personal information.

Our privacy policy is available on our website [www.newhorizons.org.au/privacy](http://www.newhorizons.org.au/privacy). You may request a copy sent to you by contacting Privacy Officer via any of the following methods:

Phone: 1300 726 372

Email: [privacy@newhorizons.org.au](mailto:privacy@newhorizons.org.au)

Post: 15 Twin Road, North Ryde NSW 2113

## **2.56. What should you do if you want to provide feedback or make a complaint?**

Feedback or complaints can be raised in the following ways:

- speak to a New Horizons employee
- email us at [feedback@newhorizons.net.au](mailto:feedback@newhorizons.net.au)
- contact us at the details provided in this Agreement or on our website [www.newhorizons.org.au](http://www.newhorizons.org.au)

Complaints will be dealt with in accordance with our complaints policy which can be provided upon request. You can make a complaint without fear of reprisal. We will acknowledge receipt of your complaint within 5 business days. Your complaint may take some time to investigate, however New Horizons will aim to respond to it within 21 days.

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If you feel that our response to your complaint has not addressed your concerns, you may lodge a written dispute. Please contact us at [feedback@newhorizons.net.au](mailto:feedback@newhorizons.net.au) for further information on this process. This dispute can also be referred directly to a relevant government agency such as:

NDIS Quality and Safeguards Commission

(P) 1800 035 544 or <https://www.ndiscommission.gov.au/participants/complaints>

Aged Care Quality and Safety Commission

(P) 1800 951 822 or <https://www.agedcarequality.gov.au/making-complaintlodge-complaint/online-complaints-form>

Registrar of Community Housing

(P) 1800 330 940 or <https://www.rch.nsw.gov.au/enquiries-and-complaints>

Making a complaint or lodging a dispute does not remove a right or obligation under this Agreement.

## **2.57. What happens when the Terms of Service change?**

New Horizons may change these Terms of Service and will let you know about the proposed changes at least 14 days before the change occurs. You are welcome to contact us if you have any questions or concerns.

## **2.58. I agree to the terms of this Agreement. How do I accept?**

You may accept this Agreement signing and returning a copy of these documents to us via email on [mywellbeing@newhorizons.org.au](mailto:mywellbeing@newhorizons.org.au) or posting in the mail to the following address:

Attention: Excellence Centre  
New Horizons Enterprises  
15 Twin Road, North Ryde NSW 2113

# YOUR SERVICES AGREEMENT



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Words	Meaning
Agreement	A legal document which binds the parties to the Schedules and Terms Services under which the services and/or home will be provided It includes your details and a confirmation that you have read and understood the Agreement and the Service Schedule
Amounts	All fees payable by you under this Agreement including any applicable Service Prices, Board Amounts, Bond and any other fees that apply.
Authorised Representative	A person or guardian who is empowered under law to act on behalf of the Customer. This may include your trusted family member, friend, carer, guardian or legal advisor
Board	the contribution to a New Horizons household expenses shared by the residents of the household
Bond	A one-off payment that provides New Horizons security against damage to your home, non-payment of Reasonable Rent Contribution or a failure to comply with the terms of this Agreement
Care Schedule	A table that sets out the care that New Horizons will provide, including how much it will cost and how it will be paid
Commencement Date	The date from which this Agreement takes effect
Conflict of Interest	When an individual's personal interests – family, friendships, financial, or social factors – could compromise their judgment, decisions, or actions in their profession or work.
Employee	May refer to a New Horizons employee, contractor or volunteer
Fair Wear and Tear	Damage that happens through the ordinary day-to-day use of a home by a resident (e.g. carpet gets worn from people walking on it) and the ordinary operation of natural forces (e.g. sunlight, rain)
Home	A property provided by New Horizons for you to live in
NDIA	National Disability Insurance Agency
NDIS	National Disability Insurance Scheme
NDIS Price Guide	means the NDIS Price Guide as amended from time to time and accessible via the NDIA website <a href="https://www.ndis.gov.au/">https://www.ndis.gov.au/</a> .
New Horizons	New Horizons Enterprises Limited ABN 42 002 066 604. NDIS Registration Number 4050000527 and 4050003296 Also be referred to as we, us, or our
No-show	Is when a participant does not show up or attend a scheduled service without notice at least 7 days before the scheduled date and time. This is treated the same as a Short Notice Cancellation and may incur fees.
Party, Parties	Either you or New Horizons



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Reasonable Rent Contribution	means the rental amount payable by you in connection with your residence in a New Horizons home as set out in your Agreement with New Horizons
Resident	Someone who lives in a home provided by New Horizons
Service Booking	means your service booking with the NDIS for NDIS related services.
Service Prices	means the price payable by you for the Services as set out in the Service Schedule.
Service Schedule	The table located at Part 3 of this Agreement titled 'Service Schedule'.
Services	means the services New Horizons provides to you under this Agreement, both NDIS related and non NDIS related as outlined in the Service Schedule.
Short Notice Cancellation	Means when a service is cancelled less than 7 days of the scheduled date and time of the service.
Start Date	The date from which this Agreement takes effect.
We, Our, Ours	Is New Horizons
You, Your, Yours	Is the person named in the Your details in Part 1