

**PARENTING PLAN AGREEMENT
AND
MAINTENANCE AGREEMENT
FOR THE CARE**

OF _____

(CHILD/CHILDREN'S FULL NAME)

WITH IDENTITY

NUMBER: _____

1. BIOGRAPHICAL INFORMATION

We,

MOTHER: _____

ID: _____

Currently residing at:

and

FATHER: _____

ID: _____

Currently residing at:

are the biological Parents of: (hereafter referred to as the children if the clause includes all of them.)

Identity number: _____ (aged ____)

Identity number: _____ (aged ____)

Identity number: _____ (aged ____)

The child is currently residing with the primary care giver
namely: _____,

at the following address: _____.

2. MAJOR DECISIONS

2.1 We as Parents agree that we will discuss all major decisions regarding the health and medical care, education, religious upbringing, general welfare, living conditions or any decision affecting contact between the child and the other Parent (being a Co-holder of Parental Rights and Responsibilities).

2.2 This applies to any decision which may change significantly or have a significant adverse effect on the other Co-holder's exercise of Parental Rights and Responsibilities and including all aspects as stipulated in the Children's Act.

2.3 We will make all such decisions jointly giving due consideration to any views and wishes expressed by **THE CHILD** and the other Co-holder of Parental Rights and Responsibilities.

3. NAMING

3.1 REFERENCE TO OUR CHILDREN) AND THE OTHER PARENT

3.1.1 Our **CHILD** are named: (FULL NAMES)

3.1.2 Our **CHILD** are to be known as:

3.1.3 Naming of Parents when talking to our children: Each of us will refer to the other as _____ or _____ whichever is most appropriate.

3.2 PROVISIONS ABOUT NAMING

No name changes or altering of name or surname will occur, by common usage or legally, without the written consent of both Parents.

4. LIVING ARRANGEMENTS AND RELATED MATTERS

4.1 RESIDENCE

4.1.1 We, the Parents, agree that **THE CHILD** will remain with their _____(as primary caregiver) until this agreement is amended by mutual agreement between the Parents.

4.1.1 When **THE CHILD** resides with their _____, they will reside at:

4.1.2 When **THE CHILD** resides with their _____, they will reside at:

4.2 RELOCATION

4.2.1 In the event that the either Parent plans to relocate, the Parents agree that the Parent who plans to relocate will inform the other Parent of their plans as per Section 35 of the Children’s Act, and recognises that failure to post such notification may result in criminal prosecution and imprisonment up to one year.

4.2.2 In the event of relocation to another town, the parents will discuss this together in order for them to decide what is in the best interest of the children.

4.2.3 The notice of intention to relocate will include all changes in contact details.

4.3 WHEREABOUTS OF THE CHILD

Each of the Parents will advise the other _____DAYS in advance of the whereabouts of **THE CHILD** if they are to be away from the usual residence of the Parent for periods longer than _____DAYS.

4.4 REMOVAL OF THE CHILD FROM SOUTH AFRICA

- 4.4.1 Neither Parent may take **THE CHILD** out of the Republic of South Africa without the written consent of the other Parent.
- 4.4.2 Neither Parent will seek to obtain or renew a passport or visa for **THE CHILD** without the prior written agreement of the other Parent.
- 4.4.3 Consent by either Parent will be provided in writing but not unreasonably withheld for travelling outside of the borders of the RSA.

5. PROVISIONS REGARDING CARE AND CONTACT

5.1 SCHOOL HOLIDAYS

- 5.1.1 **THE CHILD** will go into their _____ care for a portion of every school holiday.
- 5.1.2 **THE CHILD** will spend _____% of the total number of school holidays with each Parent.
- 5.1.3 The exact dates on which **THE CHILD** will go into the mother or father's care during school holidays will be decided by mutual consent between the Parents and confirmed 1 week in advance of the commencement of such arrangements.
- 5.1.4 Whichever Parent takes **THE CHILD** on holiday will be solely responsible for all costs.

5.1.5 The Parents will inform each other of planned trips and will be able to consent to a different percentage of time spent with that period if agreed to by both parties.

5.2 PUBLIC HOLIDAYS

5.2.1 No special provision is made for normal public holidays, and **THE CHILD** will remain in the care of whichever Parent they are scheduled to be with. Unless it falls on a long weekend, then the parent who has care of the children for the weekend will also have them with them on the public holiday.

5.2.2 SPECIAL PUBLIC HOLIDAYS

5.2.2.1 **THE CHILD** will alternate contact on Christmas between Parents, Christmas and New Year 2023 will be with the _____ and alternate from this date on.

5.2.2.2 **THE CHILD** will alternate contact on New Year's Day between each Parent however the same parent will have the children for Christmas and New Year.

5.2.2.3 **THE CHILD** will alternate contact on Easter weekend, the parent who has the child for Christmas will not have Easter on the same year.

5.2.2.3 Either of the Parents with whom **THE CHILD** happen to be at on that day will permit the other Parent to have contact with them if they are in the area, if not they will be permitted to call or video call the child.

5.3 SPECIAL DAYS

5.3.1 FATHER'S DAY

THE CHILD will spend every **FATHER's Day** with _____ from _____ until _____ if it is not his contact day.

5.3.2 MOTHER'S DAY

THE CHILD will spend every **MOTHER's Day** with _____ from _____ until _____ if it is not her contact day.

5.3.3 FATHER'S BIRTHDAY

THE CHILD will spend this day with _____ from _____ until _____, regardless of whose contact day it is, permitted that they attend school on school days.

5.3.4 MOTHER'S BIRTHDAY

THE CHILD will spend this day with _____ from _____ until _____, regardless of whose contact day it is, permitted that they attend school on school days.

5.3.5 THE CHILD'S BIRTHDAY

5.3.5.1 **THE CHILD'S** birthday will be shared between the Parents.

5.3.5.2 Both Parents agree that on **THE CHILD'S** birthday, the Parent with whom **THE CHILD**

happens to be at on that day will permit the other Parent to have contact with **THE CHILD** from _____ until _____.

5.4 OVERSEAS HOLIDAYS

In the event of either Parent wishing to travel overseas with **THE CHILD** for any reason including a vacation during school holiday periods, consent is still required until **THE CHILD** become an adult. The written consent of the other Parent will be required, which written consent will not be unreasonable withheld. Should such a vacation period exceed the normal holiday contact, the other Parent will have a similar amount of contact with **THE CHILD** during the same holiday of the following year.

5.5 UNPLANNED CONTACT

5.5.1 Any unplanned/unexpected contact between a Parent and the Child must be mutually agreed upon by both Parents. The parties must give each other more than ONE hour's notice of unplanned contact and the parent with whom the children are with must consent to this.

5.5.2 In the event that a Parent is away from their home or is unable to have the children with them for a night, the parent leaving or unavailable must first offer the night to the other parent before planning with family or friends to care for the child.

5.5.3 Should **THE CHILD** be left in the care of a third Party (being someone other than a friend or family), such person(s) will first be vetted by at least one Parent and both Parents must provide consent.

5.6 GENERAL MATTERS RELATING TO CONTACT AND TRANSPORT

The Parent into whose care **THE CHILD** is will collect **THE CHILD** from their place of residence and drop them off at this location unless the parties agree otherwise.

5.7 TELEPHONIC AND VIDEO CONTACT

5.7.1 The following cellular telephone number where **THE CHILD** resides will be made available at _____ for contact with the father if he has not seen the child that day.

MOTHER: _____

5.7.2 Both Parents agree to encourage and facilitate contact between **THE CHILD** and the other Parent via telephone calls and other media on a regular basis.

5.7.4 Whichever Parent **THE CHILD** is with will monitor their access to the Internet and other media.

5.8 WEEKDAY VISITS FROM NON-RESIDENT PARENT

5.8.1 _____ will be permitted to see the children _____ during the week from _____ until _____. However on _____ will be permitted to have the child from _____ until _____, when he visits, he must take the child somewhere and will not be permitted to stay inside the primary care givers home.

6. RELIGION/FAITH

6.1 **MOTHER's** Religion/Faith :

6.2 **FATHER's** Religion/Faith :

6.3 **THE CHILD's** Religion/Faith :

6.4 **THE CHILD** will expressly be allowed, at their option, to participate in the religious and spiritual activities of both their Parents.

6.5 The Parents acknowledge **THE CHILD's** freedom of choice in terms of religion as secured in the Constitution, Act 196 of 1996.

6.6 **THE CHILD** may attend all religious functions and activities at school and may attend the Sunday school on a regular basis unless modified by both Parties in writing.

7. HEALTH AND EMOTIONAL WELL-BEING

7.1 BOTH PARENTS AGREE TO: -

7.1.1 Abstain from speaking badly about each other in **THE CHILD'S** presence. This includes name calling.

7.1.2 Share decisions about major health and emotional well-being issues (for example counselling, medical and health issues).

7.1.3 Inform those who take on the care, education or treatment of **THE CHILD** of any important medical information.

7.1.4 Share between them all medical records pertaining to **THE CHILD**.

7.1.5 Inform each other of doctor's appointments and results of these doctor's visits.

7.2 SPECIAL NEEDS (INCLUDING MEDICAL)

7.2.1 Both Parents will discuss any special medical needs after consultation with a duly qualified professional in the field.

7.2.2 Cost not covered by the medical aid will be for split if the parties agree that it is necessary before the expense is incurred, if not then it is for that party who made the decisions sole cost.

7.3 IN CASE OF EMERGENCY SITUATION

In the case of an emergency requiring immediate treatment (i.e. within 6 hours), or as advised by a legally qualified medical practitioner, the Parent in whose care **THE CHILD** is, will make all reasonable efforts to contact the other Parent immediately.

7.4 MEDICAL DOCTORS NOMINATED

DOCTOR _____ DESIGNATED will be used in the first instance to provide medical care to **THE CHILDREN**, unless in case of emergency or if both Parents have provided consent.

7.5 HOSPITALS NOMINATED

The Parents agree to, where practical and possible, make exclusive use of hospitals which are covered by the medical aid.

7.6 MEDICAL AID/HOSPITAL PLAN

7.6.1 **THE CHILDREN** will remain members on _____
medical aid with medical aid number _____
The Medical Aid Scheme is _____

7.6.2 The cost of any Medical Aid or Hospital Plan will be paid by
_____.

7.6.3 The choice of plan and medical aid provider may change from
time to time after consultation between the Parents and after the
Parents have taken due consideration of the views of the other
Parent.

7.7 MEDICAL DECISIONS

7.7.1 The Parents agree that no major medical procedures or
operations be undertaken to **THE CHILD** without joint
Parental consent in writing, unless in the case of an emergency
requiring immediate treatment (within 6 hours), as advised by a
legally qualified medical practitioner, and that all reasonable
efforts be made to contact the other Parent immediately within
2 hours of any medical emergency by telephone.

7.7.2 _____, will be responsible for
keeping all annual check-up examinations, dental check-ups,
and immunisations up to date. The cost of these will be
_____ responsibility.

7.8 ELECTIVE MEDICAL CARE

The Parents agree that non-emergency or elective medical, dental, psychological/psychiatric, or other physical or mental health-related treatment for **THE CHILD** will be discussed and agreed upon by the Parties before any costs are incurred.

8. EDUCATION

8.1 GENERAL PROVISIONS REGARDING EDUCATION

8.1.1 Both Parents will jointly decide which school(s) **THE CHILD** will attend.

8.1.2 School fees will be paid by: _____

8.1.3 Other scholastic expenses will be paid as follows;

Extra murals approved by both parents: split

School uniforms: _____

Books and stationary: _____

Sports equipment: _____

8.1.4 Prior to **THE CHILD** participating in any new extramural activities which are not presented by the school which **THE CHILD** is attending, the Parties will agree on the costs thereof and, failing agreement, such Parent who permits **THE CHILD** to be engaged in such extramural activities will solely be responsible for the payment of any costs associated thereby.

8.2 PRIMARY SCHOOL EDUCATION

8.2.1 **THE CHILD** currently attends:

1. _____

8.2.2 The Parents agree that, based on where they live and work, **THE CHILD** may need to change schools in future. This will be decided between the parties.

8.3 EXTRAMURAL ACTIVITIES

8.3.1 **THE CHILD** will receive tuition in:

1. _____

8.3.2 **THE CHILD** will participate in the following:

9. FAMILY, EXTENDED FAMILY AND INTERACTIONS WITH THE GREATER COMMUNITY

9.1 The Parents agree to support and foster **THE CHILD'S** relationships with their immediate and extended families.

9.2 The Parents agree to support and encourage love in the family unit without bias about how the family unit is constructed, whether applicable to the other Parent or to extended family.

10. DISCIPLINE

- 10.1 No Step-Parent and/or partner of the Parents will involve themselves in any form of physical punishment and/or harsh discipline with **THE CHILD**.
- 10.2 Step-Parents and partners of Parents will consistently apply discipline in step with the rules and boundaries set by the Parents and only with approval by the either of the Parents.

11. PROVISIONS REGARDING STEP PARENTS AND PARTNERS

- 11.1 The Parents agree to allow a 3 (three) month period before introducing new partners to **THE CHILD** as their romantic interest.
- 11.2 The Parents acknowledge that a Step-Parent or partner takes on a parental role. It is however also acknowledged that a Child only has one **MOTHER** and one **FATHER** and it is imperative that a Child is not confused by serial Parents or multiple Parents.
- 11.3 It is further agreed between the Parents that the role of the Parents or Step-Parents will not be undermined by any of the Parties.

12. MAINTENANCE

- 12.1 The **FATHER** and **MOTHER** will both contribute in proportion to their respective incomes towards maintenance for **THE CHILD**.
- 12.2 No costs or fees will be entered into that would be the responsibility of the other Parent without the written consent of the other Parent first having been obtained.

12.3 An amount of R_____ will be payable by _____ to _____ by electronic transfer into the following bank account, on or before the ___ (_____) day of each month.

12.4 This amount will escalate annually on the anniversary of this agreement by a _____ PERCENT.

13. DEATH OF PARENTS AND GUARDIANSHIP

13.1 The Parents agree that, in the event of the death of one of them, the surviving Parent will assume full responsibility for the care, welfare and development of **THE CHILD**.

13.2 The surviving Parent will ensure that **THE CHILD** will continue having contact with the deceased Parent's family and extended family.

13.3 **THE CHILD** will not be adopted by another person while both Parents are living.

13.5 Neither Parent will make any stipulation in their respective wills as to who **THE CHILD's** primary caregiver should be, nor will they specify such in any other legal document except this Agreement.

13.6 In the event of the death of both Parents, the Parents have mutually agreed to appoint the following persons as legal guardians:

14. COMMUNICATION AND CONFLICT RESOLUTION

- 14.1 The Parents will share and discuss information about **THE CHILD** in a way which will minimize conflict.
- 14.2 It is further agreed that a mediator will be appointed by the Parties to assist them in settling any disputes in respect of this settlement agreement, their Parental responsibilities and rights or as to what is in the best interest of **THE CHILD**.
- 14.3 Any Parent may declare a dispute and refer such dispute for conciliation, facilitation or mediation. The Parents will share the cost of the dispute settlement process equally.
- 14.4 Should a dispute not be settled through conciliation or mediation, the matter will be referred to the local Magistrate's Court, who will have the authority to issue directives in order to solve any such dispute.

15. REVIEW OF THE PARENTING PLAN

- 15.1 This Parenting Plan will be reviewed:
- (a) As **THE CHILD'S** needs and/or circumstances change; or
 - (b) As Parents' needs and/or circumstances change
- 15.3 The Parents agree to discuss pertinent issues regarding the development, welfare and needs of **THE CHILD**.

16. CHANGES TO THE PARENTING PLAN

- 16.1 Changes to the Parenting Plan will be only be made by mutual agreement between the Parents in writing or verbally, unless the matter has been referred to court after attempting to mediate the matter.
- 16.2 If any disagreements arise over changes to the Parenting Plan, then a co-operative process like mediation will be used to resolve them.
- 16.3 Changes to the Parenting Plan will be in writing and be made an order of the Court.

17. WHOLE AGREEMENT

- 17.1 Save for any agreement that the Parties may enter into in writing, this Agreement supersedes all prior agreements and/or arrangements entered into between the Parties.
- 17.2 This constitutes the whole Agreement between the Parties and no variation or alteration of or addition to this Agreement will be of any force and effect unless reduced to writing and signed by both Parties.
- 17.3 Both Parties agree that, for the purposes of this Agreement, Whatsapp correspondence will constitute acceptable written communication between the Parties.

18. ACCEPTANCE OF WAIVER

Acceptance or waiver of any deviations from the provisions of this Agreement will not constitute acceptance or waiver of subsequent deviations from this Agreement.

**SIGNED AND DATED AT _____ ON THIS THE _____
DAY OF _____ 20_____.**

NAME:

NAME:

PARENTING PLAN AGREEMENT

We are both in possession of all the necessary information about the Parenting Plan.
We agree that this copy of the Parenting Plan will be kept:

At the Family Advocates Office at _____

We acknowledge that we need to implement the Parenting Plan in both practice and spirit for the wellbeing of our **THE CHILD** and ourselves.

We request that this Parenting plan be made an order of the court.

We agree to sign the Parenting Plan as a record of our intentions jointly as Parents of our **THE CHILD** to ensure his best interests in all aspects related to their care, welfare and development.

We have each carefully considered the provisions contained in the Parenting Plan and exercise our informed choice by signing it.

NAME:

NAME:

(Signature)

(Signature)

(Date)

(Date)