

ANNEXURE "A"

PARENTING PLAN where Rights and Responsibilities of Contact and Care delegated

1. COMMITMENT:

- 1.1 The parties agree that it is in the best interests of (NAME OF CHILD OR CHILDREN) that both parties retain full parental responsibilities and rights in respect of her/him/them, whilst the child resides principally with the (MOTHER/FATHER) who is delegated the responsibility of Care, and the other parent the responsibilities and rights of Contact.
- 1.2 The parties hereby agree on a parenting plan determining the exercise of their respective responsibilities and rights in respect of (NAME OF CHILD OR CHILDREN). The parties hereby commit to co-parenting and to place the welfare of (NAME OF CHILD OR CHILDREN) as their highest priority and in particular –
 - 1.2.1 to endeavour to resolve conflicts without putting (NAME OF CHILD OR CHILDREN) in the middle or using him/her/them as weapon against each other;
 - 1.2.2. to ensure the child/children treats the other parent with respect;
 - 1.2.3 to ensure the child/children observes appropriate rules and principles;
 - 1.24 to ensure the child/children communicates regularly with the other parent;
 - 1.2.5 to demonstrate positive conflict resolution;

- 1.2.6 to share with the co-parent what is needed for proper parenting;
- 1.2.7 to share parenting responsibilities including those of a financial nature;
- 1.2.8 to be consistent in discipline and general care of (NAME OF CHILD OR CHILDREN);
- 1.2.9 to help build the relationship between (NAME OF CHILD OR CHILDREN) and the other parent;
- 1.2.10 to allow the in-law extended family reasonable access;
- 1.2.11 to ensure (NAME OF CHILD OR CHILDREN) receives appropriate education and extra mural activities, and guidance with regard to religious or spiritual matters.

2. **RESIDENCE:**

The parties have agreed that it would be in the best interests of (NAME OF CHILD OR CHILDREN) that she resides with her/his (MOTHER/FATHER), staying with the other parent on the 1ST and 3rd weekend of each month commencing on the 1st (insert date), and save for holidays during which (NAME OF CHILD OR CHILDREN) will spend alternating holidays with each parent, the December and July holidays being counted as two for this purpose, or special occasions when the parties may agree to vary the days spent with each parent. For this purpose the rights and responsibilities of Care will be exercised by the (MOTHER/FATHER) on behalf of the other parent.

3. **CONTACT:**

- 3.1 Each parent shall each retain the right to contact (NAME OF CHILD OR CHILDREN) at times when the child is with the other parent and the father shall have custody on Fathers' Day and the mother on Mothers' Day and each for a few hours on (NAME OF CHILD OR CHILDREN)'S birthday and Christmas Day.

4. **MAINTENANCE:**

- 4.1 Each party shall be responsible for maintenance of (NAME OF CHILD OR CHILDREN) when residing with such parent until the child is self-supporting, save that the PLAINTIFF/DEFENDANT shall further make a cash contribution of R(insert amount) per month to the PLAINTIFF/DEFENDANT towards the expenses.
- 4.2 The PLAINTIFF/DEFENDANT (delete whichever applicable) shall further pay (NAME OF CHILD OR CHILDREN)'s reasonable educational expenses, up to and including tertiary level, such to include school fees, school book and stationery expenses, school uniform expenses, extra lesson costs, after-care fees, extra-mural activities and the cost of clothing and equipment relating thereto and tuition fees.
- 4.4 The PLAINTIFF/DEFENDANT (delete whichever applicable) shall further pay, in addition to the sum referred to in paragraphs 4.1 and 4.2 hereof, (NAME OF CHILD OR CHILDREN)'s reasonable medical, dental, ophthalmic, pharmaceutical, surgical, hospital, orthodontic and psycho-therapeutic expenses.

4.5 The PLAINTIFF/DEFENDANT (delete whichever applicable) shall take all steps necessary to retain (NAME OF CHILD OR CHILDREN) as beneficiary on any medical aid benefit scheme to which he is or may become entitled to membership, subject to the rules of such scheme.

5. **DISPUTES:**

5.1 In the event of **the parties being unable to resolve disputes** arising with regard to the **major decisions made in terms of Section 31 of Act 38 of 2005** concerning (NAME OF CHILD OR CHILDREN), other than maintenance, then such **dispute/s** shall be referred to a clinical psychologist or social worker recommended by the Family Advocate. The parties undertake to be guided by the advice and decision of such person.

DATED at (insert venue) on (insert date)

AS WITNESSES :

1. _____

2. _____

PLAINTIFF

DATED at (insert venue) on (insert date)

AS WITNESSES :

1. _____

2. _____

DEFENDANT