

## PARENTING PLAN

### 1. DEFINITIONS

In this parenting plan the following words and phrases shall have the following meaning:

- 1.1 "The minor children shall mean \_\_\_\_\_, ("children").
- 1.2 "The father" shall mean \_\_\_\_\_;
- 1.3 "The mother" shall mean \_\_\_\_\_;
- 1.4 "The parties" shall mean the father and the mother collectively;
- 1.5 "The facilitator" shall mean, a clinical psychologist appointed in terms of clause 4 herein.

### 2. PARENTING RESPONSIBILITIES AND RIGHTS

The parties shall retain co-guardianship over the children and they shall be co-holders of parental responsibilities and rights in respect of the minor children as contemplated in Sections 18(2), (3), (4) and (5) of the Children's Act 38 of 2005

(the Children's Act"), subject to the provisions of this parenting plan.

### **3. JOINT DECISIONS**

3.1 The parties shall make joint decisions in relation to the following aspects of the children's life:

3.1.1 major decisions about their schooling and tertiary education;

3.1.2 major decisions about their mental health care and medical care;

3.1.3 decisions affecting contact between the children and the parents;

3.1.4 Neither party shall be entitled to remove the children without the other parties' consent from the \_\_\_\_\_Province;

3.1.5 decisions which are likely to significantly change the children's living conditions or to have an adverse effect on their wellbeing.

#### 4. CARE AND CONTACT

*(This parenting plan makes provision for a situation where both parents share contact on an equal basis. Where children are younger it may not be in their best interests that contact be shared equally and it is advisable that either the family advocate or a child care expert recommends what contact will be in the child's best interest.)*

4.1 The parties shall have contact with the children during term time and during school holidays, having regard to their social, school and extra-mural activities, as follows:

4.1.1 The father shall have the children on a Monday afternoon from 18h00 until a Wednesday afternoon when he shall deliver the children to the mother at 18h00. The mother shall have contact with the children on a Wednesday afternoon from 18h00 until the Friday afternoon at 18h00.

4.1.2 The parties shall alternate weekend contact whereby a parent shall collect the children from the other parent at 18h00 on a Friday and deliver the children to the other parent at 18h00 on a Sunday;

4.1.3 every alternate short school holiday. (If the children spend the March/April or September school holiday in any one year with one party, then the children shall spend the March/April or September school holiday with the other party in the following year). Likewise, and in the event of the Easter weekend not falling within a school holiday, such Easter weekend shall rotate between the parties on the basis that father shall have the children with him during the \_\_\_\_ (year) Easter weekend;

4.1.4 or one half of each June/July school holiday and for one half of the December/January school holiday which shall be divided on a day between 26 December and 31 December of each year, the exact date to be determined by the date of the commencement of the December school holidays. (If the children spend time with the one party for the first half of one school holiday in any one year, then they shall spend time with that same party for the second half of that school holiday in the following year); during the aforesaid holiday periods, weekend contact shall fall away;

4.1.5 the children shall have the right to spend Mother's Day with the mother and Father's Day with the father respectively, from 17h00 on the Saturday preceding such day until 18h00 on Sunday evening;

4.1.6 from 09h00 until 18h00 on the father's birthday in the event of such birthday falling on a day when the children are not residing with the father. Similarly, the children shall be entitled to spend the aforesaid period of time with the mother should they be with the father on the mother's birthday;

4.1.7 for three hours on the children's birthday in the event of such birthday falling on a day when the children are not residing with the father. Should any such birthday fall on a school day, then the father shall be entitled to have the children with him for one half of the available time on such day (i.e. from after school until 20h00). Similarly, the children shall be entitled to spend the aforesaid period of time with the mother should they be with the father on their birthdays;

4.1.8 the children shall be entitled to have telephonic access to the mother when they are with the father and to the father when

they are with the mother at reasonable times. Each party shall provide the other with relevant contact numbers. Defendant shall contact the children telephonically between the hours of 08h30 and 19h30. The parties shall contact the children once a day when they are in the care of the other party;

4.1.9 such other contact as may be arranged by agreement between the parties considering the children's activities and wishes. The parties record their intention to facilitate the children's relationship with each other;

4.1.10 both parties will have full access to the schools and the children's extra-mural teachers to obtain information relating to the children. Both parties will be able to receive e-mails in this regard. Both parties will, where possible, remain involved in and support and encourage the children's progress at school and participation in extra mural activities and this shall be facilitated;

4.1.11 any school which the children attend shall be informed that the parties are co-holders of parental rights and therefore jointly involved in all educational issues concerning the children and that each party is entitled to discuss issues relating to the

children directly with the teacher concerned and shall be entitled to receive school reports and assessments and notices and attend upon all school related events and extra-mural activities. The parties agree to share the children's art-work equally between them;

4.1.12 the parties undertake to advise each other immediately should the children become ill or suffer any injury whilst in their care. The mother, who is the parent of primary residence shall be the parent who attends to the day to day concerns raised by the children's teachers from time to time.

## **5. MEDIATION**

5.1 In order to facilitate the resolution of any disputes arising from the parties' exercise of the care and wellbeing of the children and their contact with them, the parties agree that a mediator be appointed with immediate effect.

5.2 The mediator shall be a qualified clinical psychologist or lawyer with at least five years' experience, conversant with working with children and families in the above context and have mediation training.

- 5.3 The mediator shall be appointed by agreement, failing which, either party may approach the chairperson for the time being of \_\_\_\_\_ to appoint a suitably qualified mediator.
- 5.4 The mediator shall continue to act until he/she resigns, or both parties agree in writing that his/her appointment shall be terminated, or his/her appointment is terminated by an order of the High Court. If the mediator's appointment is terminated or he/she resigns, he/she shall be substituted by another mediator as provided in terms of paragraph 4.3 above.
- 5.5 If the parties are unable to reach agreement on any issue where a joint decision is required in terms of paragraph 3.1 above or any issues concerning the children's best interests, the dispute shall be formulated in writing and referred to the mediator who shall attempt to resolve the dispute by way of mediation as speedily as possible and without recourse to litigation.
- 5.6 In the event that any dispute regarding each parent's contact with the children should occur, such issue will be referred to the mediator who shall take the children's wishes into account.



- 5.7. If the mediator, in the exercise of his/her sole discretion, regards a particular issue raised by one of the parties as trivial or unfounded, he/she is authorised to decline the referral of such issue.
- 5.8. Each party and the children (if necessary) shall participate in the dispute resolution process as requested by the mediator.
- 5.9. The mediator shall use his/her discretion in considering the weight and sufficiency of information provided and may expand their enquiry as they deem necessary. Each party hereby grants the mediator the authority to gather information through interviews, correspondence, email, telephonic and/or other informal means.
- 5.10 No record need be kept, except of the findings and/or recommendations of the mediator and the grounds therefor. No information or observations of the mediator or communications made by the mediator shall be deemed to be privileged as to the Court, the participants, their legal representatives and experts or any mental health professional assessing or treating the children.
- 5.11 The mediator shall determine the protocol of all communications, interviews and sessions, including who shall or may attend meetings. Legal representatives are not entitled to attend such meetings, but a party

shall be permitted to caucus with his or her legal representatives, either in person or by telephone, during such meetings. The parties and their attorneys shall have the right to initiate or receive oral communication with the mediator. Any party or counsellor may communicate in writing with the mediator provided that copies are provided to the other party, and if applicable, their legal representatives.

5.12. The mediator may confer individually with the parties and with others, including step-family members, extended family members and friends, permanent life partners, household members, school and educational personnel, care providers, healthcare providers and therapists for the children and the parties, and the parties authorise such persons to provide information to the mediators.

5.13 The mediator is inter alia authorised to facilitate the making of joint decisions in terms of paragraph 3.1.1 above in respect of the children, having regard to her best interests.

5.14 The mediator's services involve elements of mediation, expert opinion, and counselling and arbitration but do not purely fall into any of these categories. The mediator is not appointed as psychotherapist or counsellor for the children or the parties.

- 5.15 All participants, including the mediator, the parties and legal representatives, shall use their best efforts to preserve the privacy of the family and, more particularly, the children and restrict dissemination of information related to decisions to those who need to know the information.
- 5.16. The parties will each pay 50% of the costs of the mediator (save for the cost of email, telefax and telephonic communication with the mediator, which shall be borne by the relevant party), and any related costs, unless otherwise determined by the mediator.
- 5.17. The parties agree that the provisions of this parenting plan shall be explained to the children by the mediator, or, in the event that the mediator is not a psychologist, by an appropriately qualified child psychologist at such time and in such manner as is appropriate to their age and stage of development.
- 5.18. The parties agree that either of them may apply in the appropriate High Court for the provisions of this parenting plan to be made an order of court, including by way of chamber book application should the relevant court deem it appropriate to do so. The parties acknowledge that the provisions of this agreement shall thereafter bind them as provisions of a

court order and that of the parties respectively may seek compliance with the order in terms of the Rules of the High Court of South Africa.

## 6. CO-OPERATION AND COMMUNICATION BETWEEN THE PARTIES

6.1 The parties acknowledge that for the children's sake they should both adhere to the provisions of this agreement to the fullest extent possible. They undertake to maintain open communication with each other on matters pertaining to the children and to not obstruct each other in the exercise of contact with her.

6.2 If the parties are unable to verbally communicate with each other then in such an event the parties undertake to correspond with each other by sending an email message, WhatsApp or SMS to the other party who must reply within three days of receipt thereof. The party sending the email may send a WhatsApp or SMS to the other party to notify such party of the email.

6.3 If the parties experience difficulties in verbal communication and/or email correspondence then it must be raised as matter of concern by either party and referred to mediation immediately.

DATED AT \_\_\_\_\_ THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**MOTHER**

DATED AT \_\_\_\_\_ THIS THE DAY OF

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**FATHER**

DRAFT