

PRO FORMA PARENTING PLAN

PARENTING PLAN AS CONTEMPLATED IN SECTION 33 OF THE CHILDREN'S ACT 38 OF 2005

Part A: Particulars of holders of parental responsibilities and rights

Holder 1

Surname	
Full Names	
ID No/Date of Birth/passport no	
Residential Address	
Home telephone no	
Cell phone no	
Email Address	
Work Address	
Work telephone no	
Relationship to child	

Holder 2

Surname	
Full Names	
ID No/Date of Birth/passport no	
Residential Address	
Home telephone no	
Cell phone no	
Email Address	
Work Address	
Work telephone no	
Relationship to child	

Part B: Details of child in respect of whom parenting plan has been agreed

Surname	
Full names	
ID No/date of birth/passport no	
Residential address	

Part C: Information regarding guardianship, care and contact with respect to the child.

C.1 Guardianship

Child's Name	Guardian	Guardian

The parties agree as follows:

1. PARENTAL RESPONSIBILITIES AND RIGHTS

1.1 The parties agree that it is in the child's best interest that they shall be co-holders of parental responsibilities and rights in respect of the child as referred to in section 18 of the Children's Act 38 of 2005, subject to the provisions set out below:

Residence

1.1.1 the child shall reside with who shall be the primary care-giver at the address set out in paragraph above.

Decision Making

1.1.2 The parties shall make the following joint decisions:

- (a) Major decisions affecting educations;
- (b) Major decisions about mental health care and medical care;
- (c) Major decisions about religious and spiritual upbringing;
- (d) Decisions about the child's residence outside of South Africa;
- (e) Decisions affecting contact;

- 1.1.3 Decisions affecting the child’s immediate, everyday care and minor routine issues shall be made by the parent in whose care the child is at the relevant time.

FACILITATOR AND RESOLUTION OF CONFLICT (GOING FORWARD)

- 2.1 Appointment of a Facilitator/mediator?

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- 2.2 Procedures to resolve disputes and or the issue of directives from a facilitator if relevant.

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- 2.3 Costs of the facilitator/mediator.

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3. GUARDIANSHIP

- 3.1 The parties record that they are co-guardians as provided for in terms of section 18(2)(c), 18(3), 18(4), and 18(5) of the Children’s Act
- 3.2 It therefore follows that the consent of both parties is required in respect of matters set out in sections 18(3)(c) read with subsections (4) and (5) of the Children’s Act.

4. WRITTEN NOTICE AND CONSENT

- 4.1 In the event of one of the parties wishing to relocate **within** South Africa, thus affecting contact and care arrangements month's written notice should be given to the other parent furnishing him/her with the proposed new address. Should the parent intend to relocate **outside** South Africa with the child then he/she shall require the other parents written consent for such relocation.

4.2 The parties shall/shall not be required to obtain the other party's consent for short term holiday travel within South Africa. The parties are however required to inform by way of at least 14 days written notice in respect of any travel within South Africa.

4.3 The parties shall provide at least 30 days written notice of any intention to travel **outside** South Africa, unless the circumstances require that shorter notice be given in an emergency or where the necessity to travel was not ordinarily foreseen. The parent intending to travel outside of South Africa with the child shall require the other parent's written consent for such travel and be required to provide the appropriate documentation.

4.4 Parties agree to keep each other updated of any changes in contact details.

5. CONTACT

5.1 The shall have reasonable contact with the child during term time and during school holidays, due regard being had to the social, school and extramural activities of the child. Both parties note further that in the best interest of the child the following contact arrangements are subject to the proviso that the contact arrangements shall not impact negatively on the best interest and welfare of the child.

5.2 Should any welfare allegations be raised by either party the facilitator (if appointed) shall be notified immediately, which facilitator may alter the contact arrangements if upon investigation the facilitator considers the child's welfare and best interest to be at risk.

5.3 Contact arrangements shall include the following:

5.3.1 Weekends and midweek contact:

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5.3.2 Holiday Contact:

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5.3.3 Public Holidays:

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5.3.4 Religious Holidays:

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5.3.5 Mothers and Fathers Day:

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5.3.6 Birthdays:

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5.3.7 Contact with extended Family and Care Givers:

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5.3.8 Other issues or unforeseen foreseen circumstances:

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5.3.9 Transportation with respect to contact arrangements above:

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5.3.10 Contact Schedule:

If necessary, a plan or table covering a 12-month period setting out contact in terms of points 5.3.1 to 5.3.7 above, intending to provide a guideline for the year.

6. CONTACT CHANGE-OVER AND EXHCNAGE OF TIMES PROCEDURE

6.1 The parties agree in principle to minimise the change-over process and any exchanged times, as change-over and exchanges of contact can result in uncertainty for the child.

6.2 All requests regarding change-over and exchanging of contact times will be considered in a reasonable manner on the following basis:

6.2.1 A request for an exchange of time including a reason for the request shall be forwarded to the other party within 48 hours;

6.2.2 The other party will consider and answer such response within 24 hours;

- 6.2.3 if a party cannot come to an exchange of times, such party shall make a counter proposal and provide a reason why he/she cannot agree to the request
- 6.2.4 in the event that the specific exchange of time is of great importance, the parties will make use of a facilitator/mediator to assist in the resolution of the dispute.

7 TELEPHONIC AND ELECTRONIC CONTACT

The parties shall have telephonic and electronic contact with the child during the following times:

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8 CHILD CARE ARRANGEMENTS

Information Dissemination and Communication

- 8.1 Both parties shall be entitled to full information from the child's teachers, medical practitioners and mental health care practitioners;
- 8.2 Both parties are entitled to contact the child's teachers, medical practitioners and mental health care practitioners;
- 8.3 Both parties shall be entitled to attend parent/teacher meetings and all school and other functions and extramural activities in which the child engages;
- 8.4 Both parties shall be entitled to receive school reports, school calendars and other communications received from the school or educators;
- 8.5 If the child contract's any major illness or is absent from school for more than 3 days owing to ill health, the contact party shall promptly inform the other party;
- 8.6 The parties agree not to discuss any issues with each other that could inflame a situation while the child is within earshot;
- 8.7 Neither party shall say or do anything in the presence or hearing of the child that will in any way diminish the child's love/affection/respect for the other party;
- 8.8 Neither party shall schedule activities for the child during the other parent's scheduled time, without the other party's prior agreement;

8.9 Both parties to keep each other informed of changes such as home address, telephone numbers etc.

Discipline and Parenting Style

8.10 Both parties agree to adopt the same parenting style and shall as far as possible try to maintain the same routine as the child follows with the primary resident parent. The routine as followed by the primary resident parent:

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8.11 Both parties agree to discipline the child according to the following thinking:

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8.12 Parties are to ensure that that their spouses, extended family members and care givers who have regular contact with the child are briefed on maintaining parenting styles and discipline to ensure continuity.

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Financial Responsibilities

8.13 Maintenance Issues:

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8.14 Bank account number:

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8.15 Date of payment:

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8.16 Day-care, creche and education:

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8.17 Transport arrangements with respect to 8.16 above:

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8.18 Medical issues and arrangements:

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8.19 Other:

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8.20 Disputes or variations referred to mediator/facilitator/family court/maintenance Court:

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AGREED TO AND SIGNED:

MOTHER:

FATHER:

DATED AT THIS DAY OF