

**PART A: CONTACT, CARE AND PARENTING PLAN**

**TERMS WITH REGARD TO THE MINOR CHILDREN**

**1.2. INTEREST OF THE CHILDREN**

1.2.1 The parties agree that it is in the best interest of the minor child that any possible damage to the parent/child relationship as a result of the divorce action between them, be kept to the absolute minimum;

1.2.2 The parties further undertake to do everything in their ability to advance the relationship between themselves and the minor child and not to do anything that may negatively impact on the aforesaid relationship;

**1.3. PARENTAL RESPONSIBILITY AND CONTACT**

1.3.1 Both parties have the rights and obligations in respect of the minor child in terms of Sec 18(2) of the Children's Act, Act 38 of 2005. The full parental responsibilities of the minor child be awarded to the Plaintiff. The Plaintiff will be the primary caregiver of the minor child's and the primary place of residence will be with the Plaintiff, subject to the Defendant's right of reasonable contact, which access will be arranged by the parties to the benefit of the child;

1.3.2 The Defendant is entitled to time with the child when the Defendant returns from his sea trips. Such arrangements will be

made by way of prior Agreement between the parties and / or the child;

1.3.3 School holidays, birthdays, family celebrations and religious holidays will be shared by arrangement between the parties;

1.3.4 The Defendant's ability to contact the child in person or telephonically will not be restricted;

1.3.5 Access to the child will at all times be exercised in her best interests and in such a manner so as to minimise the degree of disturbance to her routine and educational and necessary extramural activities.

#### **1.4. DECISION-MAKING**

1.4.1 The parties agree that it is in the best interests of the child that the parties jointly make decisions in respect of the following aspects

1.4.2 School and tertiary education, including day-care and / or after-care;

1.4.3 Any important medical treatment to be received by the child, excluding urgent medical treatment where obtaining the other party's consent will endanger the child's life. In such instance the parties, however, agree to inform each other on an urgent basis concerning such treatment;

- 1.4.4 The religious upbringing of the child;
- 1.4.5 The parties further undertake to not unreasonably withhold their consent in respect of the above matters. The primary consideration will be the best interests of such child;
- 1.4.6 In instances where the parties cannot agree on any aspect in respect of which they have to take joint decisions on, the matter will be referred for mediation.

**1.5. MEDIATION OF DISPUTES**

- 1.5.1 Where the parties are unable to resolve a dispute a mediator will be appointed by agreement between the parties within 7 (Seven) days of the dispute arising;
- 1.5.2 Should the parties not be able to agree on the appointment of a mediator within the time stipulated, either party may approach the chair person of the Family Mediation Association of the Cape (FAMAC) for the appointment of a mediator, which appointment will be binding on the parties;
- 1.5.3 Should the mediator not be available or be unable to resolve the dispute, either party may approach FAMAC for the appointment of a facilitator at the discretion of the chair person of FAMAC. Such appointment must take place no later than fourteen days from the date on which the dispute arose;

1.5.4 Once made, the facilitator's decision will be final and binding;

1.5.5 The costs of the mediator and / or facilitator, if applicable, will be shared equally by the parties.

**1.6. MAINTENANCE OF THE MINOR CHILD**

1.6.1 As from the last day of the month following the date on which a Final Order of Divorce is granted and thereafter on or before the seventh day of each and every succeeding month, the Defendant will pay an amount of R 1,000.00 as maintenance for the minor child;

1.6.2 Payment of the afore-mentioned amount will be made directly into the banking account which the Defendant has opened in the name of the minor child;

1.6.3 Such maintenance will continue until the child reaches the age of majority or becomes self-supporting whichever happens first.

**1.7. MEDICAL COSTS**

1.7.1 In addition to such maintenance, the Defendant will continue to maintain the children as beneficiaries under his hospital plan;

1.7.2 To the extent that such plan does not provide for coverage in relation to -

1.7.3 Medical, dental and orthodontic expenses;

(a) Surgical treatments;

(b) Spectacles and contact lenses;

- (c) Prescription medication,
- (d) All other related and / or incidental expenses incurred in relation to any medical and / or other professional treatment for or on behalf of the children in relation to their health, the Defendant further undertakes to be fully liable for the settlement of such expenditure incurred;

1.7.4 In order to facilitate the speedy settlement of accounts in relation to the above medical expenditure, the Plaintiff undertakes to timeously submit to the Defendant such vouchers as may be required to enable the Defendant to claim under the said hospital plan and / or comply with the regulations thereof and / or make payment on such additional medical and related accounts for which the Defendant may be liable as aforesaid;

1.7.5 Should the Plaintiff cease to be employed by his current employers and consequently cease to be a member of his current medical aid, the Plaintiff undertakes to join another medical aid with benefits similar to the current one, of which such minor children will be beneficiaries subject to Clauses ?? to ?? above.

## **1.8. EDUCATIONAL FEES & EXPENSES**

1.8.1 The Plaintiff hereby agrees and undertakes to bear the full cost of tuition fees in respect of the children attending school which cost will include the following:

- (a) School and sports uniforms and related items;

- (b) Textbooks, stationery and related items;
- (c) All expenses relating to extramural activities, school outings, school tours and related activities;
- (d) School and sporting equipment and related items;

1.8.2 The Plaintiff undertakes to continue paying the monthly premium in respect of the educational policies held with Metropolitan Life and Old Mutual in the names of each of the children.

1.8.3 The Plaintiff and Defendant agree and undertake that, should the children display an aptitude to receive tertiary education, whether at a university, technical college or similar institution for higher learning, then and in such event the following will apply:

- (a) Such institution will be lodged within the Republic of South Africa unless the parties agree otherwise in writing;
- (b) The funds made available following the maturation of the afore-mentioned educational policies will be applied to cover the cost of training which will include the cost of tuition, learning material, examination fees, accommodation and related matters;
- (c) To the extent that such funds do not cover the full extent of the cost of the above, the parties further undertake that they will share such liability (in equal portions).

1.8.4 It is in the best interests of the minor child that the parties jointly make decisions in respect of the following aspects:

- 18.4.1.1 The minor child's preschool, school and tertiary education, including day-care;
- 18.4.1.2 Any important medical treatment to be received by the minor child, excluding urgent medical treatment the minor child has to undergo and where obtaining the other party's consent will endanger the minor child's life. However the parties agree to inform each on an urgent basis in the latter instance;
- 18.4.2 Both parties shall have the right to enquire as to the minor child's progress at school, including any intra and/or extra mural activities. They will respectively attend any meetings arranged with teachers and/or heads of schools or any institutions and the parties agree to inform the other off any activities of which the other may not have knowledge;
- 18.4.3 The parties will jointly consent to any extramural activities, which consent will not be unreasonably withheld, but that consideration will be given to the risk of injury, physical development etc. of the minor child;
- 1.8.4 The parties will jointly agree on the religious upbringing of the children;