

**PARENTING PLAN**

(Prepared in accordance with Part III of Chapter 3 of Children's Act, 2005 (Act No. 38 of 2005) and Part II of Chapter 3 of the Regulations)

entered into between

**MPHO MIMMI MKOSANA**

(IDENTITY NUMBER:8207090735088)

("MPHO")

-and-

**SALATISO LONWABO MDENI**

(IDENTITY NUMBER:8209165689083)

("SALATISO")

In respect of

**LUKHANYO SAZI MKOSANA– MINOR CHILD**

("LUKHANYO")

**Family Advocate Endorsement:**

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## **PREAMBLE**

It is recorded that: -

- 1.1. MPHO and SALATISO ("the parties") were in a relationship from 1 January 2015 and the relationship ended on or about 30 June 2017;
- 1.2. A minor, male child was born of the relationship between the parties on the 28<sup>th</sup> day of February 2018; namely LUKHANYO;
- 1.3. The relationship between the parties ended in and during 30 June 2017 and the parties have mutually agreed to separate;
- 1.4. The parties hereby agree that their respective parenting rights and responsibilities in respect of LUKHANYO shall, following the date of last signature to this Agreement, be exercised in accordance with the terms, conditions and spirit of this Parenting Plan concluded in terms of the provisions of The Children's Act (38 of 2005) ("The Act") and Regulations 6 and 10 thereto.

## **2. INTERPRETATION**

In this Parenting Plan, unless the context clearly indicates the contrary: -

- 2.1. A reference to one gender includes the others.
- 2.2. Words incorporating the singular include the plural and *vice versa*.
- 2.3. A natural person shall include a juristic person and *vice versa*.
- 2.4. The headings in this Parenting Plan are for reference purposes only and shall not affect interpretation.
- 2.5. Any reference in this Parenting Plan to "date of signature hereto" shall be read as meaning a reference to the date of the last signature of this Parenting Plan.
- 2.6. Any reference to an enactment is to that enactment as at the date of signature hereto and as amended or re-enacted from time to time.
- 2.7. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Parenting Plan.

- 2.8. When any number of days is prescribed in this Parenting Plan, same shall be reckoned exclusively of the first and inclusively of the last day.
- 2.9. Wherein figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.10. Where any term is defined within the context of any particular clause in this Parenting Plan, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Parenting Plan, notwithstanding that that term has not been defined in this interpretation clause.
- 2.11. In the event of a conflict arising between the terms and conditions of this Parenting Plan as those contained in any other agreement or arrangement, the provisions of this Parenting Plan shall prevail.

### 3. **PARENTAL RESPONSIBILITIES AND RIGHTS**

- 3.1. The parties acknowledge the provisions of sections 18, 20, 31 and 33 of the Act and that arising therefrom they both retain full parental rights, responsibilities and care in respect of LUKHANYO.
- 3.2. The parties agree that all decisions regarding LUKHANYO's education, extra-mural and sporting activities, religion and major elective medical, surgical, dental, optometric, psychological, psychiatric, ophthalmic or related procedures shall be made jointly by them.
- 3.3. In the event of a medical emergency each party consents to the other exercising any and all responsibilities on the consenting party's behalf. The party caring for LUKHANYO at the time, shall in the event of an emergency, inform the other party of the circumstances of the emergency as soon as is possible.
- 3.4. The parties acknowledge and accept that by virtue of changing circumstances it will be necessary to adopt a flexible attitude in the exercise of their parenting rights and responsibilities and that a slavish adherence to the provisions of the Parenting Plan could be detrimental to the best interests of LUKHANYO.
- 3.5. The parties record and agree that they shall, at all times, exercise their parenting rights and responsibilities in a such a manner so as to: -
  - 3.5.1. safeguard LUKHANYO's health, well-being and development at all times; and
  - 3.5.2. give effect to what is in LUKHANYO's best interests at all times; and

- 3.5.3. give due consideration to any views or wishes expressed by LUKHANYO in accordance with LUKHANYO's age and ability to express his views and/or wishes and in accordance with the Act; and
- 3.5.4. allow LUKHANYO to participate in any matter which significantly affects him, in an appropriate way, in accordance with LUKHANYO 's age and ability to express him views and/or wishes.
- 3.6. The parties specifically record and agree that they shall adhere to the provisions of sections 6(5) and 10 of the Act and that in this regard they shall inform each other and LUKHANYO when he is of an appropriate age, maturity and stage of development of any action or decision taken in a matter concerning LUKHANYO which significantly affects him.
- 3.7. To give effect to the provisions of clause 3.5 above the parties specifically record and agree that: -
  - 3.7.1. they shall endeavour to administer a disciplinary routine that is consistent and fair towards LUKHANYO and agree to discuss the manner and methods in which they will exercise and implement disciplinary measures, provided that no one is to discipline LUKHANYO except MPHO AND SALATISO;
  - 3.7.2. save wherein necessary the parties shall not discuss the other party with LUKHANYO nor allow third persons to do so and in this regard the parties shall endeavour to present a "combined parenting front" to LUKHANYO;
  - 3.7.3. neither shall administer prescription, over-the-counter or homeopathic medication to LUKHANYO, without the other party's knowledge and consent;
  - 3.7.4. their primary concern is, and continues to be always, the best interests of the minor child;
  - 3.7.5. they agree that they both have the responsibility and right to share in the minor child's physical, emotional, social and spiritual care and to take major decisions together on his health, education, discipline and general welfare;
  - 3.7.6. they agree to minimise disruptions in the minor child's life by fully consulting and co-operating with one another and always endeavouring to agree on matters that involve and concern LUKHANYO;

- 3.7.7. they accept and agree that conflict between them as parents is not in the best interests of the minor child or themselves, and therefore fully support the minor child's relationship with the other parent and will not criticise or talk or act negatively about the other parent in front of the minor child or at all;
  - 3.7.8. they agree that the minor child shall not be used as a messenger delivering documents, e.g. accounts or messages relating to finances or personal issues between them;
  - 3.7.9. they will endeavour to follow the same parenting style by maintaining a consistent routine and general structure at both of their homes. The parties commit to being consistent in applying discipline, as well as following the same standards regarding the minor child's social interaction;
  - 3.7.10. they agree that the minor child will not be questioned upon him returning from the other parent's home as they have the right to enjoy time with both parents without feeling guilty or have a conflict of loyalty;
  - 3.7.11. they agree that the minor child should always feel comfortable to communicate freely about his life and whereabouts and never be expected to withhold certain information from the other parent;
  - 3.7.12. they agree that the minor child will not be involved in discussions regarding any subject which is not age-appropriate;
  - 3.7.13. they acknowledge that they have to make a valid and continuing contribution towards the minor child in order to ensure the stable development and happiness of the minor child;
  - 3.7.14. they agree and accept that their parental responsibilities towards the minor child, specifically including financial responsibility, will continue until he becomes self-supporting.
- 3.8. The parties envisage that, from time to time, they will respectively be placed in a position to afford LUKHANYO a holiday/s beyond the borders of the Republic of South Africa and that it would be in LUKHANYO 's best interests to travel internationally. Accordingly, the parties agree that: -

- 3.8.1. neither party shall be entitled to remove LUKHANYO from the Republic of South Africa, whether temporarily or otherwise, without having obtained the prior written consent of the other party (which consent shall not be unreasonably withheld) and for which purpose the request shall be motivated by reasons for the removal and accompanied by an itinerary containing *inter alia*, the time, flight details relating to the date of departure and return, names, addresses and telephone numbers of the places where LUKHANYO will be residing, names and contact details of all parties that are travelling to the extent that such information is available 4 (four) weeks prior to the departure and failing which, immediately when such information becomes available at the time to be supplemented immediately on arrival at the place of destination
- 3.8.2. MPHO and SALATISO agree that they shall personally attend to oversee and supervise LUKHANYO on a trip and that they will only permit a third party to do so by prior mutual agreement.
- 3.9. Each party will have unrestricted access to all health, school, university and other educational records relating and pertaining to LUKHANYO. On receipt of any significant document pertaining to LUKHANYO, the recipient party shall furnish the other party with a copy thereof within 24 (twenty-four) hours of receipt.
- 3.10. Any significant school related problems such as academic or behavioural problems that come to the attention of either party shall be shared with the other party as soon as is possible.
- 3.11. All parent teacher consultations are to be attended by MPHO and SALATISO together, circumstances permitting.
- 3.12. Without derogating from the content and import of clauses 3.1. to 3.12 above, MPHO and SALATISO specifically record and agree that: -

#### **School routine and extra-curricular activities**

- 3.13. Each party shall, as soon as he / she becomes aware thereof, notify the other, per electronic mail of group homework tasks.
- 3.14. MPHO and SALATISO will be included as recipients on electronic mail circulations pertaining to school activities and extra-murals.

- 3.15. MPHO and SALATISO agree that they shall endeavour to personally attend to oversee and supervise LUKHANYO 's activities and that they will only permit a third party to do so by prior mutual agreement.

### **Healthcare – Medical, Dental and Psychological**

- 3.16. The party in whose care LUKHANYO may be will be responsible for routine health care and day-to-day health decisions. Any significant health issues will be communicated to the other parent.
- 3.17. Major health decisions in respect of LUKHANYO, will be taken by MPHO and SALATISO jointly including but not restricted to specialist procedures and/or consultations.
- 3.18. The parent in charge will handle emergency decisions at the time but immediately inform the other parent.
- 3.19. Psychological therapy will be put in place for LUKHANYO to assist him whenever he needs it.

### **Social arrangements**

- 3.20. Neither MPHO and SALATISO shall accept invitations on behalf of LUKHANYO, if the event is to take place whilst LUKHANYO will be in the care of the other party unless said other party consents thereto which consent shall not be unreasonably withheld.
- 3.21. MPHO and SALATISO are not to make any arrangements for LUKHANYO that would materially affect the other parent without prior discussion.

### **Home Routine**

- 3.22. MPHO and SALATISO shall strive to maintain the current routine that LUKHANYO is used to in both homes.
- 3.23. Discussion and agreement is to be encouraged in order to promote consistency between the two households.
- 3.24. MPHO and SALATISO accept that LUKHANYO will benefit from consistency and that co-parenting should foster similar rules, discipline, and rewards between households, so that LUKHANYO knows what to expect, and what's expected of him. The parties shall endeavour to implement similar routines in their respective homes as regards to LUKHANYO specifically in terms of but not restricted to sleep, hygiene, clothing, discipline, television, chores, religion etc.

### **Entertainment**

- 3.25. Entertainment for LUKHANYO is to be age appropriate.
- 3.26. Behaviour and expectations are to be guided by what is generally accepted by the school.

### **Grooming/Clothes**

- 3.27. Both parties will ensure that LUKHANYO has sufficient and appropriate school and leisure clothing and sports clothing and equipment.
- 3.28. Either parent may take LUKHANYO to the hairdresser but must discuss the style and cut with each other but may not allow and extravagant change in LUKHANYO'S hairstyle.

### **Monitoring of LUKHANYO 'S progress**

- 3.29. As and when the need arises the parties agree to communicate per electronic mail to address LUKHANYO's progress, issues and challenges and shall refrain from any other form of communication, if circumstances permits.
- 3.30. LUKHANYO needs to know that he may at any time request either party to record and convey his feelings and points of view to the other party.
- 3.31. All concerns are to be discussed and any behavioural issues to be noted. Any significant issue identified is to be referred jointly to an appropriate professional.
- 3.32. MPHO and SALATISO agree to communicate regularly per electronic mail in order to clarify arrangements.

### **Discipline**

- 3.33. MPHO and SALATISO agree to discuss issues related to LUKHANYO 's behaviour and discipline on a regular basis and to strive for mutually agreeable approaches.
- 3.34. In the event the MPHO and SALATISO disagree on sanctions and/or discipline they will refer the issue to mediation.
- 3.35. Each parent is to deal with day-to-day issues.



#### 4. **RESIDENCE**

- 4.1. Primary residence of LUKHANYO shall be with MPHO subject thereto that SALATISO shall exercise contact with LUKHANYO in terms of this agreement.
- 4.2. It is recorded that each party shall inform the other of their residential address at all times. Pursuant to the provisions of Section 35(2)(a) of the Act each party undertakes upon any change in his or her residential address to forthwith and in writing notify the other of such change.
- 4.3. Should either party decide to relocate, whether on a temporary or permanent basis, to a residence that is in excess of 40 (forty) kilometres from their current residence that party shall give the other party no less than 3 (three) months written notice of their decision and the issues of primary residence and contact of LUKHANYO shall, in the absence of agreement between the parties, be referred to mediation *alternatively* to a court of competent jurisdiction for adjudication.

#### 5. **CONTACT REGIME**

- 5.1. MPHO and SALATISO record and agree that SALATISO shall respectively exercise contact with LUKHANYO on the following basis: -

##### 5.2. **CURRENT AGE TO 3 (THREE) YEARS**

- 5.2.1. SALATISO shall exercise reasonable contact with LUKHANYO, which rights of contact shall include:
- 5.2.2. Every Wednesday for 2 (two) hours in the afternoon or after work for an hour.
- 5.2.3. For 4 (four) hours on a Saturday or Sunday which arrangement must be agreed to between the parties by the Friday of each respective week;
- 5.2.4. On LUKHANYO's' birthday (the parties will equally share this day and shall agree on times three weeks in advance of LUKHANYO's birthday);
- 5.2.5. SALATISO shall spend half of Christmas day with LUKHANYO. The parties will agree 3 (three) weeks in advance in respect of who will have LUKHANYO in the morning and then the afternoon;
- 5.2.6. SALATISO shall spend half of Easter Sunday with LUKHANYO. The parties will agree 3 (three) weeks in

advance in respect of who will have LUKHANYO in the morning and then the afternoon;

- 5.2.7. SALATISO shall be entitled to have LUKHANYO in his care on his birthday for a maximum of 5 (five) hours;
- 5.2.8. There will be no sleep over contact until this Parenting Plan is reviewed once LUKHANYO turns three (3) years;
- 5.2.9. Telephonic and Skype contact at all reasonable times. In this regard it is specifically agreed that SALATISO shall be entitled to contact LUKHANYO telephonically on MPHO's mobile phone *alternatively* home land line number *alternatively* another number provided by MPHO whilst LUKHANYO is in MPHO's care and MPHO specifically undertakes to ensure that her phone is on at all times and is answered by her or LUKHANYO (if she is capable of doing so);
- 5.2.10. Reasonable and limited contact via e-mail and text message and all messages to be transmitted during reasonable hours of the day.

### 5.3. **3 YEARS TO 6 YEARS**

- 5.3.1. The Parenting Plan will be reviewed by the parties.
- 5.4. The parties agree that the visitation transitions must be sensitively handled so as to be as "smooth" as possible.
- 5.5. Regardless of which party is exercising rights of contact with LUKHANYO, at any one time, both parties shall be entitled and shall endeavour to attend important occasions, such as LUKHANYO's birthdays and/or birthday parties, academic, sporting and cultural events for the sake of LUKHANYO.
- 5.6. Both MPHO and SALATISO shall endeavour to accommodate LUKHANYO's attendance at significant family functions and events associated with the other parent.
- 5.7. The terms of this agreement shall not unreasonably interfere with LUKHANYO's schooling, religious education, sporting and extra-mural activities.
- 5.8. If one parent is unable, for whatsoever reason, to exercise contact, the other parent will be afforded a first option to assume the contact and

care of LUKHANYO before a child-minder is engaged or alternative arrangements are made.

- 5.9. The parties specifically record that by no later than 15 June 2018 the parties will meet in order to discuss the above agreement regime in order to amend same, according to the needs of LUKHANYO, thus affording SALATISO an opportunity to exercise more contact with LUKHANYO.
- 5.10. In the event that the parties are unable to reach consensus as regards to a changed contact regime they shall refer the matter to mediation in terms of clause 7 (seven) of this parenting plan.
- 5.11. The parties agree that the visitation transitions must be sensitively handled so as to be as “smooth” as possible.
- 5.12. Regardless of which party is exercising rights of contact with LUKHANYO, at any one time, both parties shall be entitled and shall endeavour to attend important occasions such as LUKHANYO's birthdays and/or birthday parties, academic, sporting and cultural events for the sake of LUKHANYO.
- 5.13. Both MPHO and SALATISO shall endeavour to accommodate LUKHANYO's attendance at significant family functions and events associated with the other parent.

## 6. **MAINTENANCE**

- 6.1. Pursuant to the provisions of section 33(3)(b) of the Act the parties agree that notwithstanding the date of last signature to this parenting plan SALATISO shall contribute towards the maintenance of LUKHANYO as follows: -

### **Education**

- 6.1.1. SALATISO shall pay 50% (fifty *per centum*) of the nursery school fees and all costs and expenses arising from LUKHANYO 'S attendance at a nursery school including but not restricted to levies, ancillary costs (ie. stationary, toiletries) and outings;
- 6.1.2. SALATISO shall pay 50% (fifty *per centum*) of the private school fees for LUKHANYO'S primary and secondary school education and all costs and expenses associated with, but not restricted to levies, extra murals, sporting and academic equipment, ancillary costs (ie. uniforms, stationary, toiletries and outings);

- 6.1.3. SALATISO shall pay 100% (*one hundred per centum*) of university fees and/or alternatively the fees due to an institute of higher learning attended by LUKHANYO [including A levels / post matric], together with all ancillary costs thereto including but not restricted to books, uniforms, sporting and academic equipment, extra-mural activities and outings, which obligation shall continue for so long as LUKHANYO applies himself with due diligence and aptitude.

### **Medical Expenses**

- 6.1.4. SLATISO, as the principal member of the xxxxxxxxxx Health medical aid scheme (member number:xxxxxxx) shall retain LUKHANYO as a dependent beneficiary of the medical aid and shall effect payment of all contributions in this regard.
- 6.1.5. MPHO and SALATISO shall be liable equally for the cost of any excess medical expenses not covered by xxxxxxxxxxxxxxxxxxxxxxxxxxxx, or any other medical aid of which LUKHANYO may be reflected as a dependent beneficiary, incurred in respect of LUKHANYO including but not restricted to medical, dental, orthodontic, hospital, nursing home, ophthalmic, medicines not covered by prescriptions, prescribed and patent medicines.

### **Cash contribution**

- 6.1.6. In addition to the medical and educational expenses of LUKHANYO as referred to above, SALATISO shall pay to MPHO a monthly cash contribution towards the maintenance of LUKHANYO ("the cash contribution");
- 6.1.7. SALATISO shall effect payment of the cash contribution in an amount of **R3 000.00** (three thousand rand) per month commencing on 25<sup>th</sup> day of June 2018 notwithstanding date of last signature to this Parenting Plan;
- 6.1.8. The cash contribution shall increase at a rate equivalent to the published figures of the Consumer Price Index for the preceding twelve months on the 25<sup>th</sup> day of October 2018 and annually thereafter on the 25<sup>th</sup> day of October of each succeeding year;
- 6.1.9. SALATISO shall effect payment of the cash contribution by way of electronic funds transfer by no later than the 25<sup>TH</sup> day of the month free of deduction, bank charges, exchange, set-

off directly into the bank account of MPHO the details of which are: -

**ACCOUNT HOLDER: - M M Mkosana**  
**BANK: - Standard bank**  
**ACCOUNT NUMBER: - 080124607**  
**BRANCH: - Newton Park**

- 6.2. SALATISO undertakes to refund to MPHO any expense incurred by MPHO for which SALATISO is liable in terms of paragraph 6.1. above within 5 (five) days of presentment of a voucher or invoice reflecting the total amount due.

## 7. **DISPUTE RESOLUTION**

- 7.1. Any difference or dispute between the parties concerning the LUKHANYO shall be dealt with as follows: -

Nomination of a case manager:

- 7.2. The parties agree to appoint a senior mental health practitioner as their case manager. In the event that the parties cannot agree on the appointment of a specific case manager then and in that event the relevant chairperson for the Professional Board for Psychology shall appoint one on application by either party.
- 7.3. The case Manager is appointed, authorised and mandated to:
- 7.3.1. Facilitate the resolution of disputes between the parties relating to any and all aspects of LUKHANYO and to provide parental guidance and co-parenting guidance to the parties;
  - 7.3.2. Continue to act until she/he resigns, or both parties agree in writing that him/his appointment shall be terminated, or him/his appointment is terminated by the High Court. If the Case Manager's appointment is terminated or if she/he resigns, she/he shall be substituted by another case manager. Neither party may initiate Court proceedings for the removal of the Case Manager or bring to the Court's attention any grievances regarding performance or actions of the Case Manager, without first meeting and conferring with the Case Manager in an effort to resolve the grievance.
  - 7.3.3. If the parties are unable to reach agreement on any issue concerning the minor child, the minor child's best interest and/or any issue while a joint decision is required in respect of them, the dispute shall be formulated in writing and referred to the Case Manager via email, who shall attempt to resolve the

dispute by way of mediation, both telephonically and via email (and while practicable, in person) as speedily as possible and without recourse to litigation;

- 7.3.4. If the Case Manager, in the exercise of him/his sole discretion afforded to him/him, regards a particular issue raised by one of the parties as trivial or unfounded, she/he is authorised to decline the referral of such issue;
- 7.3.5. If the Case Manager is unable to resolve a dispute relating to the parenting plan by way of mediation she/he may resolve the dispute by issuing a directive which shall be binding on the parties, subject to the provisions herein;
- 7.3.6. Each party and LUKHANYO (if necessary) shall participate in the negotiations of a dispute /or dispute resolution process as requested by the Case Manager;
- 7.3.7. The Case Manager shall use him/his discretion in considering the weight and sufficiency of information provided and may expand the enquiry as they deem necessary, including the appointment of such further professionals as the Case Manager in him/his discretion may feel that the situation calls for in order to reach any decision which shall always be guided by the principle of the child's best interests;
- 7.3.8. The Case Manager may also call upon the parties to undergo such examinations or testing, including psychological/psychiatric assessment as may be deemed necessary. Each party hereby gives the Case Manager the authority to gather any information through interviews, correspondence, email, telephonic and/or other informal means as may be reasonably required by the Case Manager to make him/his recommendations upon the information so provided and obtained;
- 7.3.9. No record need be kept, except of the findings and recommendations of the Case Manager and the grounds therefore. No information or observations of the Case Manager or communications made by the Case Manager 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 LUKHANYO;
- 7.3.10. The Case Manager 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 Case Manager. Any party or counsellor may communicate in writing with the Case Manager provided that copies are provided to the other party, and if applicable, their legal representatives;

7.3.11. The Case Manager may confer individually with the parties and with others, including family members and friends, permanent life partners, household members, school and educational personnel, care providers, healthcare providers and therapists for the minor child and the parties, and the parties authorise such persons to provide information to the Case Manager;

7.3.12. The Case Manager is authorised to appoint such other persona as may be necessary in order for the Case Manager to make a decision in respect of the parenting plan and/or issue in dispute, including the appointment of experts if he/she do deem it appropriate or necessary.

7.3.13. The Case Manager is *inter alia* authorised to:

7.3.13.1. facilitate and make a final determination on all matters of and concerning LUKHANYO;

7.3.13.2. facilitate and decide on all matters while joint decisions in respect of LUKHANYO are called for, having regard for his best interests;

7.3.13.3. regulate, facilitate and review the contact arrangements in respect of LUKHANYO having regard to his best interests;

7.3.13.4. issue directives binding on the parties on any issue concerning the minor child's welfare and/or affecting him best interest, including the contact arrangement, (subject to a court of competent jurisdiction holding that such directive is not in his best interests);

7.3.13.5. resolve conflicts relating to the clarification, implementation and adaptation of this agreement, or any subsequent parental responsibilities and rights agreement, having regard to the best interest of LUKHANYO;

- 7.3.13.6. require the parties and/or LUKHANYO to participate in psychological evaluations or assessments.
- 7.4. The Case Manager's services involve elements of mediation, expert opinion, counselling and arbitration, but do not purely fall into any of these categories. The Case Manager is not appointed as psychotherapist or counsellor for the minor child or the parties.
- 7.5. All participants including the Case Manager, the parties and legal representatives, shall use their best efforts to preserve the privacy of the family and, more particularly, the minor child and restrict dissemination of related decisions to those who need to know the information.
- 7.6. In the event that a party fails to participate in any facilitation despite having been requested to do so by the Case Manager, or fails to attend a facilitation session, or fails to reply to the Case Manager's communications within 5 (five) days, which communications may be by telephone, email or fax, or fails to pay the Case Manager's costs, upon request, or fails to co-operate with the facilitation process in any other way, the Case Manager shall proceed with the facilitation in the absence of that party.
- 7.7. The Case Manager shall be entitled to make a decision and him/his decision shall be binding on both parties as if they had both participated in such facilitation, until such decision has been varied by a court of competent jurisdiction.
- 7.8. The parties shall each be liable for 50% of the costs of the Case Manager (save for the cost of email, telefax and telephonic communication with the Case Manager, which shall be borne by the relevant party), unless otherwise determined by the Case Manager. The Case Manager may order a party against whom a ruling has been made to refund the costs of facilitation, or part thereof, to the other party.
8. **FULL AND FINAL SETTLEMENT**
- 8.1. The provisions of this Parenting Plan shall not be capable of being varied (save by a Court of competent jurisdiction alternatively the office of the Family Advocate), amended, added to, supplemented, novated and/or cancelled unless the same is contained in writing and signed by both of the parties hereto.
- 8.2. This Parenting Plan is binding on the parties on the signing hereof and supersedes all prior Agreements and/or arrangements entered into between them.



- 8.3. The parties' obligations embodied herein shall be binding on him/his estate, him/his heirs, successors in title and assigns.
- 8.4. Subject to the approval of a competent Court the parties agree that this Parenting Plan be made an Order of Court.

**SIGNED AT JOHANNESBURG ON THIS THE \_\_\_\_\_ DAY OF MAY 2018.**

AS WITNESSES:

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**MPHO**

**SIGNED AT JOHANNESBURG ON THIS THE \_\_\_\_\_ DAY OF MAY 2018.**

AS WITNESSES:

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\_\_\_\_\_  
**SALATISO**