

**DIVORCE SETTLEMENT AGREEMENT
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1 Parties

- 1.1 The Parties to this agreement are:
 - 1.1.1 (_____) (“Plaintiff”); and
 - 1.1.2 (_____) (“Defendant”).

2 Definitions and Interpretations

- 2.1 These terms have the following meanings assigned to them:
 - 2.1.1 Days: business days which are calculated by excluding the first day, public holiday, Saturday, and Sunday.
 - 2.1.2 Effective date: the date this agreement shall take effect, being the date the High Court issues a decree of divorce.
 - 2.1.3 Child/ren: the minor children born of the marriage between the Parties namely:

_____.
- 2.2 When words and figures conflict, the words must prevail.
- 2.3 The words “shall”, “must” and “will” in this agreement are mandatory obligations.
- 2.4 One gender includes the other gender.
- 2.5 The singular includes the plural and *vice versa*.
- 2.6 The headings of the clauses in this agreement are for convenience and reference only; and shall not be used in the interpretation, modification or amplification of the terms of this agreement.

3 Preamble

- 3.1 The Parties on _____ entered into a marriage with the matrimonial regime _____.
- 3.2 The Parties acknowledge that their marriage has irretrievably broken down.
- 3.3 The Parties have reached an agreement relating to legal guardianship, custody, access, maintenance, property, and other consequences of the divorce.

4 Legal Guardianship

4.1 It is agreed that both Parties shall remain as legal guardians of the minor children.

5 Custody of the Children

5.1 Custody of minor child/ren will be granted to the _____, who will reside with this Party at his residential address.

6 Access to and Contact with the Children

6.1 The _____ will have access to the child/ren as follows:

_____.

6.2 Access to and contact with the children shall be exercised in their best interest, with a minimum degree of disturbance to their routine, education, and schooling activities.

7 Maintenance

7.1 The _____ will contribute R _____ per child, per month, until the minor child/ren reaches the age of majority (18 years).

7.2 The monthly amount shall include:

7.2.1 school fees;

7.2.2 aftercare facilities;

7.2.3 school uniforms, school tours, textbooks, and other expenses relating to school activities;

7.2.4 medical, optometry, and dental expenses;

7.2.5 casual clothing; and

7.2.6 (other) _____.

7.3 The maintenance amount shall be free from set-off, deductions, and bank charges.

7.4 Spousal maintenance is / is not granted by the _____ to the _____ in the sum of R _____.

8 Property

8.1 The movable and immovable property shall be defined and distributed as follows:

_____.

9 Costs

9.1 Each Party shall pay their own legal costs.

10 Breach

10.1 If a Party breaches a material provision of this agreement, and fails to remedy such breach within 10 Days of the date of receipt of a written notice from the aggrieved Party requiring him to do so, the aggrieved Party will be entitled to any remedy available in law, without further notice.

11 General

11.1 This agreement constitutes the whole agreement between the Parties.

11.2 This agreement may only be amended if the Parties agree to the amendment in writing, and sign the written document – which must be attached to this agreement as an Annexure.

11.3 No Party shall be bound by any express or implied term, representation, warranty, promise, or the like not recorded in this agreement.

11.4 All legal documents, notices or other communications must be delivered to the following address of the Plaintiff, which will act as his *domicilium citandi et executandi*:

11.5 All legal documents, notices or other communication must be delivered to the following address of the Defendant, which will act as his *domicilium citandi et executandi*:

11.6 Non-legal documents, notices or other communication between the Parties may be by electronic communication; where a “read receipt” must be attached to each and every electronic communication sent so it can be determined that the electronic communication was received and read by the other Party.

12 Signatories

12.1 Signed at Johannesburg on this the ____ day of _____ 20____:

12.1.1

Plaintiff

Witness:

Witness:

12.1.2

Defendant

Witness:

Witness:

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