

LEGAL CONTENT DISCLAIMER

The information contained on this website is aimed at providing members of the public with guidance on the law in South Africa. This information has not been provided to meet the individual requirements of a specific person and LegalWise insists that legal advice be obtained to address a person's unique circumstances. It is important to remember that the law is constantly changing and although LegalWise strives to keep the information up to date and of a high quality, it cannot be guaranteed that the information will be updated and/or be without errors or omissions. As a result, LegalWise, its employees, independent contractors, associates or third parties will under no circumstances accept liability or be held liable, for any innocent or negligent actions or omissions by LegalWise, which may result in any harm or liability flowing from the use of or the inability to use the information provided.

October 2021. Copyright © LegalWise 2021. All rights reserved.



LOBOLO AGREEMENT

Entered into between the families of:

_____ *(Insert Bride's full name)*

_____ *(insert identity number of the Bride)*

(Hereinafter referred to as the "Bride")

The Bride is represented by the following Family Representatives:

a) _____
(insert full names and surname)

_____ *(insert ID number)*

_____ *(insert contact number)*

_____ *(insert address)*

b) _____
(insert full names and surname)

_____ *(insert ID number)*

_____ *(insert contact number)*

_____ *(insert address)*

and

_____ *(Insert Groom's full name)*

_____ *(insert identity number of the Groom)*

(Hereinafter referred to as the "Groom")

The Groom is represented by the following Family Representatives:

a) _____
(insert full names and surname)

_____ *(insert ID number)*

_____ *(insert contact number)*

_____ *(insert address)*

b) _____
(insert full names and surname)

_____ *(insert ID number)*

_____ *(insert contact number)*

_____ *(insert address)*

1. Lobolo negotiations

- 1.1. The Bride and Groom intend on entering into a customary marriage where lobolo is one of the traditional customs leading up to the customary marriage.
- 1.2. The Bride and Groom are represented by their authorised Family Representatives who will be bound by this Agreement setting out what has been agreed upon during the lobolo negotiations.
- 1.3. The Family Representatives of the Bride and Groom gathered on _____ *(insert date of meeting)* at _____ *(insert place of meeting)* to hold lobolo negotiations in partial fulfilment of the requirements of a customary marriage.

2. Lobolo amount and payment

2.1. The Family Representatives agree that the total amount of lobolo payable by the Groom and/or his family to the Bride and/or her family is _____ *(insert amount of total lobolo payable).*

2.2. The total amount of lobolo will be made out of:

2.2.1.A monetary amount of _____ *(insert amount payable in cash); and/or*

2.2.2.Payment in another form, such as cattle, in the following manner:

(insert details of how it will be transferred and when)

2.3. The total monetary amount as set out in clause 2.2.1 will be paid as a once-off lump-sum on or before _____ *(insert date of full payment);*

OR

2.4. The total monetary amount as set out in clause 2.2.1 will be paid in instalments as follows:

2.4.1.A down payment will be made in the amount of _____ *(insert amount of down payment) on*
_____ *(insert date of down payment);*

2.4.2.The balance of the total amount of lobolo will be paid in the following manner:

(insert details on how the balance will be paid)

2.5. All payments under this Agreement must be made to the Bride / Family Representative (circle the applicable option).

2.6. In the event of payments being made to the Family Representative of the Bride, it has been agreed that the following person will receive the amount:

(insert Family Representative to receive the amount)

2.7 All payments under this Agreement must be made, subject to the person selected in clauses 2.5 and 2.6, directly into the following bank account:

Accountholder: _____

Bank: _____

Account number: _____

Branch code: _____

Account type: _____

Reference: _____

3. Refund of lobolo

3.1. In the event that the relationship between the Bride and the Groom comes to an end before conclusion of the customary marriage or as a result of the dissolution of the customary marriage through divorce, and on account of the Bride's misconduct:

The total amount of lobolo paid will be refundable to the Groom and/or his family; OR

Half of the total amount of lobolo paid will be refundable to the Groom and/or his family; OR

No portion of the lobolo will be refundable.

(tick the applicable option)

4. General

4.1. This Agreement constitutes the entire record of the lobolo negotiations and no variation in terms of this agreement, novation or cancellation shall be of any force or effect unless reduced to writing and signed by the parties to this Agreement.

4.2. This Agreement has been entered into freely and voluntarily without undue influence or duress.

4.3. This Agreement does not intend to constitute the conclusion and/or celebration of a customary marriage between the Bride and the Groom.

4.4. The Bride and Groom are responsible to undertake all the required measures in terms of the laws of South Africa (including the Recognition of Customary Marriages Act 120 of 1998) to ensure that their intended customary marriage is legally recognised.

4.5. In the event that the Bride and Groom are already cohabiting or decide to cohabit with each other prior to the conclusion of the customary marriage, the parties agree that:

The families condone the cohabitation; OR

The families do not condone the cohabitation and the Groom and/or his family is liable to a fine of _____ *(insert amount of fine)* payable to the Bride's family.

(tick the applicable option)

5. Signatories

Family Representatives of the Bride:

Signed at _____ on _____ 20____

1. _____
Signature Full name

2. _____
Signature Full name

Witnesses:

1. _____
Signature Full name

2. _____
Signature Full name

Family Representatives of the Groom:

Signed at _____ on _____ 20____

1. _____
Signature Full name

2. _____
Signature Full name

Witnesses:

1. _____
Signature Full name

2. _____
Signature Full name