(APPLICABLE COURT)

CASE NO:

In the matter between:

PLAINTIFF

and

DEFENDANT

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DIVORCE SETTLEMENT AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1. DEFINITIONS**

1.1 In this agreement the following words shall have the meanings assigned to them as contained hereunder.

1.1.1 HUSBAND -      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.1.2 WIFE -          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.1.3 “MINOR CHILD” - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.2 The headings shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of the agreement.

1.3 Unless inconsistent with the context, words relating to any gender shall include the other gender, words relating to the singular shall include the plural and vice versa and words relating to the natural persons shall include associations of persons having corporate status by statute or common law.

**2.** **PREAMBLE**

2.1 The parties were married to each other in community of property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.2 The parties agree that their marriage has irretrievably broken down and that they are to be divorced.

2.3 The parties have discussed the various matters contingent to the dissolution of the marriage and the parties have reached agreement with regard to maintenance, property and other ancillary consequences of the divorce.

2.4 The agreement is hereby recorded in writing.

**3. DIVORCE**

3.1 The terms and conditions of this agreement shall come into effect upon the grant by the Court of the Order of Divorce.

3.2 The Order of Divorce sought by the party attending Court for the trial of the Divorce Action shall confirm the terms and conditions of this agreement, which insofaras it may be permitted by the Court, shall be included in the Order of Divorce granted.

**4. IMMOVEABLE PROPERTY**

It is recorded that the immoveable property in the joint estate described as:- is to be sold by private treaty and the proceeds of the sale are to be distributed equally between the parties.

**5. MOVEABLE PROPERTY HOUSEHOLD ITEMS**

Each party shall retain as their sole and absolute property, all property currently in their possession and as is reflected in Annexure “A” hereto.

**6. DEBTS IN THE JOINT ESTATE**

Each party shall be solely responsible for the full and final settlement of any and all debt incurred in their respective names.

**7. MOTOR VEHICLES**

Each party shall retain as their sole and exclusive property the motor vehicles currently registered in their respective names.

**8. MAINTENANCE**

8.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is to pay maintenance in the amount of R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month in respect of the minor child born of the marriage.

8.2 The first payment is to be made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and thereafter on or before the \_\_\_\_\_\_\_\_\_\_\_\_ day of each and every succeeding month.

**9. MEDICAL AID AND MEDICAL EXPENSES**

9.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall retain the children on his/ her medical aid scheme, namely\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to which s/he subscribes to from time to time and shall pay all premiums, subscription fees and other charges in connection therewith.

9.2 In the event of the medical expenses not being covered by the medical aid benefits of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, particularly relating to the dental, orthodontal, ophthalmic, surgical , hospital and chemist prescription fees, charges and expenses, such shortfall shall be borne by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10. PROVIDENT FUND/ PENSION FUND/ RETIREMENT ANNUITIES**

10.1 It is recorded that by virtue of her employment, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is a member of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_Provident Fund, with Membership Number \_\_\_\_\_\_ (hereinafter referred to as “the Fund”) and as such is entitled to a benefit thereof in terms of the rules of the said Fund.

10.2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is entitled to in terms of Section 7 of the Divorce Act 70 of 1979 to a half share of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ interest in and to the aforesaid Fund, calculated as at the date of the Divorce but payable when the benefit thereof accrues to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10.3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is entitled to in terms of Section 7(7) of the said Act to a one half share of \_\_\_\_\_\_\_\_\_\_\_ interest in the said fund and further that in terms of Section 7(8) of the said Act, endorsements be made in the records of the said Fund, that the part of the pension interest concerned, is payable to \_\_\_\_\_\_\_\_\_\_\_ immediately upon divorce.

10.4 The said Fund shall pay to \_\_\_\_\_\_\_\_\_ one half of the value of \_\_\_\_\_\_\_\_ interest in the said Fund calculated at the date of divorce between the parties.

10.5 The Order of Court shall direct the manager/administrators of the said Fund to endorse its records in terms of Section 7(8) of the said Act to reflect \_\_\_\_\_\_\_\_\_\_ rights as aforesaid in and to \_\_\_\_\_\_\_\_\_ interest in the said Fund.

**11. PARENTAL RESPONSIBILITIES AND RIGHTS**

11.1 \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_ shall retain their parental rights and responsibilities in respect of the minor child born of the marriage, namely \_\_\_(names of children).

11.2 The minor children shall primarily reside with \_\_\_\_\_\_\_\_\_\_.

11.3 \_\_\_\_\_\_\_\_\_\_ shall exercise reasonable rights of contact to the minor child, such contact to be defined as follows:-

11.3.1 Contact with the minor child every alternate school holiday, including mid-term breaks, long and short holidays to alternate;

11.3.2 Contact with the minor child every alternate birthday;

11.3.3 Contact with the minor child on Father’s Day;

11.3.4 Telephonic Contact with the minor child at all reasonable times.

**12. SPOUSAL MAINTENANCE**

It is agreed between the parties that spousal maintenance would be paid to the plaintiff in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month for a period of \_\_\_\_\_\_\_ months from date of divorce. Said amount shall escalate by 8% per annum from \_\_\_\_\_\_\_\_\_\_ .

**12. COSTS**

Each party shall be liable for their own costs in respect of this Divorce Action.

**13. FULL AND FINAL SETTLEMENT**

This agreement records the full and final settlement of all claims between the parties from whatsoever cause rising.

**14. NO VARIATION**

No variation of the terms of this agreement shall be of any force and effect unless reduced to writing and signed by both parties.

**15. ORDER OF COURT**

The parties agree and request that this Settlement Agreement be made an Order of the above Honourable Court.

DATED AT                         ON THE          DAY OF                  20....

AS WITNESSES

1. ……………………………………

2. ……………………………………                                        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLAINTIFF**

DATED AT                         ON THE          DAY OF                  20......

AS WITNESSES

1. ……………………………………

2. ……………………………………    **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DEFENDANT**