

PARENTING PLAN

FAMILY LAW ACT 1975

IN THE FEDERAL MAGISTRATES COURT OF AUSTRALIA

IN THE MARRIAGE OF:

Dad                                  and                                  mum

(Husband/father)                                  (Wife/Mother)

Address for Service:                                  Address for Service:

Queensland 4301                                  Queensland 4301

Telephone:                                  Telephone:

PARENTING PLAN

This Parenting Plan will operate for the benefit and in the best interests of the children of the Marriage of Dad(full name) and mum (full name):

Child 1(full name) born on (dob) 2004 and Child 2(full name) born on (dob) 2005

PARENTING PLAN

By consent the parties agree:

Introduction

- a. That Child 1(full name) born on (date) and Child 2(full name) born on (date) (Child 1 and Child 2), have a right to enjoy the love, care and affection of both their mother and their father and to experience this in equal time spent with each of them; and
- b. That this will contribute to the maintenance and enhancement of Child 1 and Child 2's self-esteem, social development, academic performance, personal empowerment, adjustment to and satisfaction with life, and the development of positive and realistic interactions with both parents and the like.
- c. We are both competent, trustworthy and loving parents
- d. We are equally responsible for the parenting of our children. Irrespective of where the children are living, we both have a responsibility and a right to participate in significant parenting decisions, and agree to regularly consult each other and keep each other informed about parenting issues
- e. To consult with each other before making any significant changes to rules affecting the children, such as acceptable foods, TV watching, bedtimes, homework, pocket money etc.
- f. To attempt to keep each other informed about intended or actual minor changes to rules affecting the children.
- g. We will endeavour to maintain a friendly relationship between us.

## 2. Naming

- a. Our children are named Child 1(full name) and Child 2 (full name) and are to be known by these names.
- b. Each of us will refer to the other as the children's mum or dad. We will not encourage the children to call any other person mum or dad.

## 3. Residence/Residence

- a. That the sons of the marriage of Dad(full name) and Mum (full name) , Child 1 (full name) and Child 2 (full name), (Child 1 and Child 2), reside alternately, half a week with Dad and half a week with Mum; (ie one week 3 nights with the father, 4 nights with the mother then the next week 4 nights with the father, 3 nights with the mother)
- b. That the commencement of each residence with the father start on the Sunday afternoon at 4.30pm , and end on Wednesday 8.30am (in the first week) and Thursday at 8.30am (in the second week), with the new residential parent collecting Child 1 and Child 2 from the other parent;
- c. Where 'residential parent' is defined as "the parent with whom Child 1 and Child 2 are currently residing in terms of this parenting plan, particularly in relation to the alternating residence" and 'non-residential parent' is defined as "the parent with whom Child 1 and Child 2 are not currently residing in terms of this agreement, particularly in relation to the alternating residence";
- d. That a diary be jointly purchased, by Dad and Mum, and used to maintain a record and notice of Child 1 and Child 2's residency, activities, commitments, health and the like, and that the diary accompany Child 1 and Child 2 between their two homes;
- e. That this residency order commence on or before, but no later than, the afternoon of Sunday 24 June 2007, with Child 1 and Child 2 residing with Dad for the 4 nights so commencing.

## 4. Residence/Contact

- a. That the non-residential parent be entitled to be the primary provider of childcare for Child 1 and Child 2, and be primarily offered the first option to care for them, when the residential parent requires care for them in respect to occasions requiring overnight stays;
- b. That both Mum and Dad encourage and facilitate Child 1 and Child 2's contact with the non-residential parent via telephone calls, written correspondence and the like on a regular basis, and that each parent may initiate reasonable such contact with Child 1 and Child 2;
- c. That Child 1 and Child 2 have contact with one parent for 'Christmas day' starting at 5.00pm Christmas eve until 5.00pm Christmas day and with the other parent on Boxing Day, 5.00pm Christmas day until 5.00pm Boxing day, with Child 1 and Child 2 spending the Christmas day of 2007 with Dad and 2008 with Mum, and alternate in subsequent years, or other such arrangements as agreed between both parents;
- d. That the children's birthdays be celebrated by the parent usually having the children on those days and the other parent shall celebrate the children's birthdays on another day.

- e. That Child 1 and Child 2 shall spend time with Mum on Mum's Day from 10:00am until 5:00pm, or such other amount of time as agreed between Mum and Dad, and that if Child 1 and Child 2 are residing with Dad, Mum shall meet and return them to Dad;
- f. That Child 1 and Child 2 shall spend time with Dad on Dad's Day from 10:00am until 5:00pm, or such other amount of time as agreed between Dad and Mum and that if Child 1 and Child 2 are residing with Mum, Dad shall meet and return them to Mum;
- g. That travelling for the purposes of contact be shared equally between Mum and Dad, That this be primarily on the basis of the non-residential parent seeking contact being responsible for the picking up Child 1 and Child 2 from the home of the residential parent, with, for example, Dad collecting Child 1 and Child 2 from Mum's residence on the Sunday afternoon, and Mum picking up Child 1 and Child 2 from Dad's residence on the Wednesday morning, or otherwise as agreed;
- h. That in the event of illness and/or medical treatment of Child 1, Child 2, Dad or Mum that Child 1 and Child 2's place of residence be varied by agreement between Mum and Dad to flexibly manage the situation for Child 1 and Child 2's best interests;
- i. That allowance be made, by prior agreement, for Child 1 and Child 2 to spend compensatory contact time with one parent in situations where they have spent additional time with the other parent; and
- j. That contact be exercised equally, flexibly and with goodwill overall, and at such other times and on such other terms as agreed between both parents.
- k. Share the care of our children should they become sick or otherwise incapacitated.
- l. We will advise each other of any proposed travel or overnight visits outside the usual residential house arrangements.

## 5. Specific Issues

- a. That Child 1 and Child 2 reside equally with Dad and Mum, and that Mum and Dad share joint responsibility for all decisions involving Child 1 and Child 2's long term care, education, welfare and development etc.;
- b. That Dad, in consultation with Mum, as required, have responsibility for the daily care, health and welfare, development of Child 1 and Child 2 during periods in which they are in his care;
- c. That Mum, in consultation with Dad, as required, have responsibility for the daily care, health and welfare, development of Child 1 and Child 2 during periods in which they are in her care;
- d. That Dad and Mum participate in and share equally and flexibly Child 1 and Child 2's activities, in particular their health, schooling activities and programs, including their appointments with medical practitioners, dentists, counsellors and the like;
- e. That both Dad and Mum be informed of all matters of Child 1 and Child 2's care, welfare and development, including such matters as friendships and social activities, education, health and wellbeing and the like, and have the opportunity to maintain an active involvement and ongoing role in caring for Child 1 and Child 2 ;
- f. That both Mum and Dad encourage and facilitate Child 1 and Child 2's contact with the non-residential parent via telephone calls, written correspondence and the like on a regular basis, and that each parent may initiate reasonable such contact with Child 1 and Child 2;

- g. That both Mum and Dad be informed of, and have the opportunity to attend and participate in any meetings conducted at Child 1 and Child 2's school / kindergarten;
- h. That both Mum and Dad will keep each other informed (via the diary specified earlier in this document) of significant events occurring in Child 1 and Child 2's life, in particular family, social, academic, health and medical, musical, sporting and the like;
- i. That no major medical procedures or operations be undertaken in relation to Child 1 and Child 2 without joint parental consent, unless in the case of an emergency requiring immediate treatment (within 3 hours), as advised by a legally qualified medical practitioner, and that all reasonable efforts be made to contact the other parent;
- j. That neither Dad nor Mum relocate residence, in as far as this affects where Child 1 and Child 2 will reside and attend school, outside the Ipswich metropolitan area or a distance of greater than twenty kilometres or twenty minutes travelling time in typical weekday non-peak hour traffic - whichever is the lesser, unless the moving parent undertake and fulfil all transport for the purposes of residency and contact of Child 1 and Child 2 to the non-moving parent, so that neither Child 1 and Child 2 nor the non-moving parent are disadvantaged, unless otherwise agreed to and affirmed by the written consent of both parents;
- k. That each parent inform the other, by providing the details, of changes of address and telephone number within 48 hours of such changes that affect where Child 1 and Child 2 resides and can be met for and returned from contact visits and contacted by mail and telephone;
- l. That no significant costs, fees or charges be entered into that would be the responsibility of the other parent, either in part or in whole, without the written consent of the other parent;
- m. That Child 1 and Child 2's full name shall not be changed, either by common usage or legally, without Child 1 and Child 2's agreement and the written consent of both Dad and Mum, or until the attainment of their eighteenth birthday;
- n. That Child 1 and Child 2 not be adopted by another person associated with either parent, nor anyone else, while both parents are living;
- o. That neither Dad nor Mum take Child 1 and Child 2 out of the State of Queensland without prior consultation and the written consent of the other parent;
- p. That both Dad and Mum have equal entitlement to and share all originals and copies of Child 1 and Child 2's achievement, educational, medical and other similar certificates, reports, school photographs and the like, with copies being made for the other parent where the original is held and, if any dispute arises relating to the location and ownership of such items, that a third person (such as a solicitor or trusted mutual person) hold them in trust for Child 1 and Child 2 until they are twenty one years of age, whilst allowing necessary access to both parents;
- q. That both Mum and Dad agree to speak respectfully of one another with Child 1 and Child 2, to encourage them to understand that both their parents love them and to not discuss parental relationship issues with them, without the prior agreement of both parents, and that if there are such issues, both parents attend joint counselling with the aim of resolving the issues in Child 1 and Child 2's best interests, either with a mutually agreed counsellor or otherwise as directed by the Family Court of Australia;
- r. That in the event that issues arise concerning either parent's lifestyle, parenting style or other parent-related factors which may be detrimental to Child 1 and Child 2's best interests that, after initial joint discussion, both parents attend joint counselling with the aim of resolving the issues in Child 1 and Child 2's best interests, either with a mutually agreed counsellor or otherwise as directed by the Family Court of Australia; and

s. That both parties agree to a zero dollar amount payable for the purposes of child support from the other parent, as both parents agree to pay for half of all expenses with relation to the children, (as per 5 l. above).

t. That specific issues be exercised equally, flexibly and with goodwill overall, and on such other issues and on such other terms as agreed between both parents.

That liberty be granted to either party to apply for variation to this parenting plan order.

DATED THIS DAY OF 2007

Signed:

\_\_\_\_\_  
Dad- Father

\_\_\_\_\_  
Mum - Mother

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Witness

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