Cohabitation Agreement

1. Parties, effective date and shared residence

1.1 Parties. This Cohabitation Agreement (the "**Agreement**") is made between **[Partner A full name: _____]**, of [Partner A address: _____] ("**Partner A**"), and **[Partner B full name: _____]**, of [Partner B address: _____] ("**Partner B**"). Each is a "**Partner**" and together they are the "**Partners**".

1.2 Effective Date. This Agreement takes effect on [Effective date: _____], or on the date on which the second Partner signs it if that date is later (the "**Effective Date**"). No part of it binds either Partner until both have signed it.

1.3 Start of cohabitation. The Partners began, or intend to begin, living together on [Date living together starts: _____] (the "**Start Date**").

1.4 Shared residence. The Partners' shared residence is [Shared home address: _____]. It is held as follows: [How the home is held: _____]. Clause 12 applies if the residence is rented, clause 13 if one Partner owns it and clause 14 if both own it.

1.5 Earlier period. If the Start Date is before the Effective Date, this Agreement also governs rights and claims between the Partners that arose on or after the Start Date, to the extent the law allows. It does not affect the rights of any third person, such as a landlord, a bank or a creditor.

1.6 Capacity. Each Partner states that he or she is at least 18 years old, has full legal capacity to contract, is not under curatorship and is not subject to any order that prevents him or her from signing this Agreement.

1.7 Not married to anyone else. Each Partner states that he or she is not married to any other person under any system of law, or has disclosed any existing marriage, customary marriage or civil union in his or her Schedule.

2. Background and purpose

2.1 The Partners live together, or intend to live together, in a committed relationship. They are not married to each other and are not partners in a civil union.

2.2 The Partners know that South African law does not attach a special set of legal consequences to cohabitation. Their rights against each other come from the general law, such as the law of contract, the law of partnership and the law of succession, and from statutes that expressly cover life partners.

2.3 Each Partner owns, or may later acquire, property, income and debts. The Partners want to record now who owns what, who pays what, whether they have undertaken a duty to support each other, and what happens if they separate or if one of them dies.

2.4 The Partners want their rights to come from this written Agreement, from registered title and from other signed documents. They do not want those rights to be inferred from their conduct, from shared bills or from the length of their relationship, except where this Agreement says so.

2.5 These recitals explain the purpose of the Agreement and may be used to interpret it.

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3. Definitions

3.1 Defined terms. In this Agreement, unless the context shows otherwise:

(a) "**Cohabitation Period**" means the period from the Start Date to the earliest of the Separation Date, the death of a Partner and the Marriage of the Partners to each other.

(b) "**Contribution Record**" means a dated written record of a payment or transfer that names the Partner who made it, the amount and the purpose, and that both Partners have signed or that is supported by a bank statement, invoice, conveyancer's statement or similar document.

(c) "**Debt**" means any loan, overdraft, credit card balance, tax, judgment, suretyship or other obligation to pay money.

(d) "**Home**" means the residence described in clause 1.4 and any later residence the Partners share as their main home.

(e) "**Household Expenses**" means the shared costs listed in Schedule E.

(f) "**Joint Property**" means property described in clause 11.

(g) "**Marriage**" means a civil marriage, a customary marriage, a civil union or any other union that South African law recognises as a marriage.

(h) "**Separate Property**" means property described in clause 9.

(i) "**Separation Date**" means the date fixed under clause 26.1.

(j) "**Signed Writing**" means a document that both Partners sign and date and that refers to this Agreement or to the property or matter it concerns. An exchange of text messages or emails is not a Signed Writing.

(k) "**Universal Partnership**" means a partnership in which partners agree to share all, or a defined part, of their property and income, whether the agreement is express or tacit.

3.2 Interpretation. Clause headings are for convenience only. "Including" means "including without limitation". "Property" includes movable and immovable property, corporeal and incorporeal, wherever situated. A reference to one gender includes the others. References to clauses and Schedules are to those of this Agreement. The Schedules form part of it.

3.3 Days. "Days" means calendar days. If the last day of a period falls on a Saturday, Sunday or public holiday in South Africa, the period ends on the next day that is not one of these.

3.4 Amounts. Amounts are in South African rand.

4. No marriage, community of property or accrual

4.1 Not a marriage. The Partners are not married to each other. Signing this Agreement, living together or sharing a household does not create a Marriage between them, and neither Partner will hold the relationship out as a Marriage.

4.2 No community of property. The Partners know that a universal partnership between cohabitants is not the same as a marriage in community of property. No joint estate comes into being between them. Each Partner's estate stays separate, except as this Agreement or a Signed Writing provides.

4.3 No accrual. The Partners know that the accrual system applies to a marriage out of community of property under an antenuptial contract, and not to unmarried partners. Neither Partner has an accrual

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claim against the other, and neither will claim a share of the growth in the other's estate on that basis.

4.4 No sharing by default. No fixed rule of equal sharing applies to the Partners. A Partner shares in the other's property only through Joint Property, a Universal Partnership agreed under clause 5, a completed donation or another Signed Writing.

4.5 No agency. Living together does not make one Partner the agent of the other. Neither Partner may bind the other to a contract, a Debt or a household account without the other's written authority.

4.6 Statutory protections remain. This clause does not take away a right that a statute gives to a life partner, such as protection under domestic violence law or a claim that arises on death under clause 25.

5. No universal partnership unless agreed

5.1 Choice. The Partners choose the following option: [Universal partnership choice: _____]. The option is option 1 (no Universal Partnership) or option 2 (Universal Partnership on the terms in clause 5.4).

5.2 Why the choice matters. The Partners know that a Universal Partnership between cohabitants can be agreed tacitly, that a court can infer it from the Partners' conduct, and that it is not limited to a commercial business. They make an express choice so that their intention is clear.

5.3 Option 1: no Universal Partnership. If the Partners choose option 1:

(a) they do not intend to form a Universal Partnership, expressly or tacitly, over their property, income or household;

(b) contributions to the Home, shared expenses, work in the household, care of children, support of the other Partner's career or work in the other Partner's business do not show an intention to form a partnership;

(c) property is shared only as clauses 11 to 14, Schedule C, a registered title or another Signed Writing provide; and

(d) a later Universal Partnership can come into being only through a Signed Writing that expressly refers to this clause 5.

5.4 Option 2: Universal Partnership on agreed terms. If the Partners choose option 2:

(a) the partnership covers only the following property and income (the "**Partnership Assets**"): [Partnership assets (option 2): _____];

(b) each Partner's share in the Partnership Assets on dissolution is: [Partnership shares (option 2): _____];

(c) property that is not a Partnership Asset stays the Separate Property of its owner;

(d) the partnership ends on the Separation Date or on the death of a Partner, and the Partnership Assets are then realised or divided under clause 27; and

(e) each Partner will account to the other for Partnership Assets in his or her control.

5.5 Business partnerships. This clause does not prevent the Partners from forming a business partnership, company or trust for a specific venture. That venture needs its own written agreement under clause 19.

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6. Reciprocal duty of support

6.1 Choice. The Partners choose the following option: [Duty of support choice: _____]. The option is option 1 (reciprocal duty of support undertaken) or option 2 (no reciprocal duty of support).

6.2 Why the choice matters. The Partners know that, since 3 April 2024:

(a) for intestate succession, the word "spouse" includes a partner in a permanent life partnership in which the partners have undertaken reciprocal duties of support; and

(b) a surviving partner of such a permanent life partnership, who has not received an equitable share in the deceased partner's estate, may claim maintenance from that estate.

Whether a relationship meets this test is decided on the facts. This clause records the Partners' intention and is evidence of it.

6.3 Option 1: duty of support undertaken. If the Partners choose option 1, they declare that:

(a) they regard their relationship as a permanent life partnership;

(b) each of them undertakes, from the Start Date, to support the other according to the other's reasonable needs and his or her own means, for as long as the relationship lasts;

(c) the duty includes contributing to accommodation, food, medical care and the other reasonable needs of the household, in the proportions set out in Schedule E or, if Schedule E is silent, in proportion to their means; and

(d) they intend this undertaking to have the effects that the law gives it on the death of one of them.

6.4 Option 2: no duty of support. If the Partners choose option 2, they declare that:

(a) each Partner supports himself or herself;

(b) payments by one Partner for the other or for the household are made voluntarily under clause 15 and do not show an undertaking to support; and

(c) they do not intend to undertake reciprocal duties of support.

The Partners know that a court may still find, on all the facts, that they did undertake such duties. Each Partner who wants the other to benefit on death will make a will under clause 25.

6.5 Change of choice. The Partners may change their choice only by a Signed Writing that refers to this clause 6. They will review the choice under clause 30.2, especially on the birth of a child, the purchase of a home or a change in income.

7. Financial disclosure

7.1 Disclosure made. Each Partner has given the other a fair and reasonably complete written disclosure of his or her assets, Debts, income, maintenance obligations and pending claims. Partner A's disclosure is Schedule A. Partner B's disclosure is Schedule B. Values are current as of [Date of values in Schedules A and B: _____], and estimated values are marked as estimates.

7.2 Statements. Each Partner states that his or her Schedule is true and complete in all material respects, that no material asset, Debt, claim or court order has been left out on purpose, and that he or she had enough time to read the other Partner's Schedule and to ask for supporting documents.

7.3 Changes before signing. A Partner who learns of a material change before both Partners sign

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will correct the Schedule at once and both Partners will initial the change.

7.4 Errors and omissions. An honest omission or a reasonable error in value does not make this Agreement void. The omitted asset or Debt is treated as the Separate Property or separate Debt of the Partner concerned. A deliberate and material omission entitles the other Partner to the remedies the law allows, including a claim to set this Agreement aside, and clause 28 does not limit that claim.

7.5 Confidentiality. Each Partner will keep the other's financial information confidential under clause 32.

8. Independent legal advice and voluntary signing

8.1 Right to advice. Each Partner has the right to take advice from an attorney of his or her own choice before signing. Partner A's attorney: [Partner A attorney, or none: _____]. Partner B's attorney: [Partner B attorney, or none: _____]. A Partner who records that no attorney was used states that he or she had a fair opportunity to obtain independent advice and chose not to.

8.2 One attorney for one Partner. An attorney who drafted or advised on this Agreement for one Partner did not act for the other. Neither Partner relies on advice given to the other.

8.3 Time to consider. Each Partner received the final text, with Schedules A and B, on [Date final text received: _____]. Each has read it, understands it and had enough time to consider it before signing.

8.4 Free will. Each Partner signs voluntarily, without duress, undue influence or misrepresentation. Neither Partner has been told that his or her housing, safety, children, immigration status or support will be put at risk if he or she does not sign.

8.5 Language. Each Partner confirms that he or she reads and understands English, or has had this Agreement explained in a language he or she understands by a person named in the signature section.

8.6 No contra proferentem. Both Partners took part in settling the text. No term is interpreted against a Partner because that Partner proposed it.

9. Separate property

9.1 What is separate. Each Partner's Separate Property is:

(a) property listed as his or her own in Schedule A or Schedule B;

(b) property he or she owned alone before the Start Date;

(c) property he or she receives at any time by inheritance, by legacy or by donation from a person other than the other Partner;

(d) property bought during the Cohabitation Period with his or her own funds and registered or held in his or her name alone;

(e) his or her income under clause 10;

(f) damages, insurance proceeds and benefits paid for his or her own injury, illness, disability or loss; and

(g) the fruits of, growth in, proceeds of and replacements for any of these.

9.2 Free use. The owner may use, sell, donate, bond, let or bequeath Separate Property without the

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other Partner's consent, subject to clauses 12 to 14 for the Home and to the rights of third persons.

9.3 Use or upkeep by the other Partner. Using Separate Property for the household does not change its owner. The other Partner gains no share in it by paying for it, maintaining it, improving it, managing it or working on it, unless a Signed Writing or Schedule D says so.

9.4 Mixed funds. Separate Property that is mixed with other money stays separate as far as it can be reasonably traced through records. If it cannot be traced, the mixed fund is shared in proportion to each Partner's proved contributions, and equally if no contributions can be proved.

9.5 Costs of separate property. The owner pays the rates, levies, insurance, bond instalments and upkeep of his or her Separate Property, except as Schedule E or clause 13 provides.

10. Income and earnings

10.1 Own earnings. Salaries, wages, bonuses, commissions, fees, share awards, royalties, rental income, interest and other income belong to the Partner who earns or receives them, whether earned before, during or after the Cohabitation Period.

10.2 Savings and investments. Savings and investments made from a Partner's income stay his or her Separate Property unless they are paid into a joint account or used to buy Joint Property.

10.3 No claim from living together. Living together, paying shared bills or supporting the other Partner's work does not give either Partner a claim to the other's income. The only claims are those in this Agreement, in clause 6 if option 1 applies, or in another Signed Writing.

10.4 Change in income. Each Partner will tell the other within 30 days of a material and lasting change in his or her income, so that the Partners can review Schedule E under clause 15.3.

11. Joint property and contribution records

11.1 What is joint. Property is Joint Property only if:

(a) it is registered or held in the names of both Partners;

(b) it is listed in Schedule C; or

(c) a Signed Writing states that it is jointly owned.

11.2 Shares. Joint Property is owned in the shares shown on its title document. If the title does not show shares, the shares in Schedule C or the Signed Writing apply. If none of these shows shares, each Partner owns a share in proportion to his or her proved contribution to the price, and the shares are equal if contributions cannot be proved. This clause does not override clause 14 for a jointly owned Home or clause 16 for a joint account.

11.3 Contribution Records. The Partners will keep Contribution Records for every item that costs more than R[Record threshold in rand: _____], for every purchase of immovable property, and for every capital payment on a bond or improvement to the Home. They will keep these records for as long as they own the item and for at least 5 years after it is sold, because they may also be needed for tax.

11.4 No joint ownership by conduct. Property does not become Joint Property because the Partners use it together, because one Partner paid an account for it, or because the Partners refer to it as "ours".

11.5 Consent to dispose. Neither Partner will sell, donate, pledge or lend Joint Property worth more than R[Consent threshold in rand: _____] without the other's written consent. Ordinary

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household items may be replaced or discarded in the normal course.

11.6 Updating Schedule C. The Partners will update Schedule C when they buy an item above the amount in clause 11.3. A change takes effect when both Partners sign and date it.

12. The home: rented

12.1 Application. This clause applies while the Partners rent the Home from a landlord. Both Partners will comply with the lease. As between the landlord and the Partners, the lease prevails. As between the Partners, this Agreement prevails.

12.2 Named tenants. The tenants named in the lease are [Tenants named in the lease: _____]. If only one Partner is named, that Partner will obtain any consent the landlord requires for the other Partner to live in the Home.

12.3 Rent and deposit. Rent and municipal charges are shared under Schedule E. The deposit was paid as follows: [Who paid the rental deposit: _____]. When the deposit and any interest on it are refunded, they belong to the Partners in those shares, after each Partner bears deductions for damage he or she caused and the Partners share other deductions in the proportions in which they share rent.

12.4 Liability to the landlord. If both Partners signed the lease, each stays liable to the landlord as the lease and the law provide, even after moving out. A Partner who pays more than his or her agreed share may recover the excess from the other.

12.5 Keeping the lease after separation. As between the Partners, the first right to keep the lease belongs to [Partner with first right to keep the lease: _____]. That Partner must give written notice of the choice within [Days to choose the lease: _____] days after the Separation Date. If that Partner does not choose to keep it, the other Partner may do so by written notice within a further 7 days.

12.6 Transfer. The Partner who keeps the lease will ask the landlord to release the other Partner, will pay all rent due after the other Partner's move-out date and will indemnify the other Partner against it. The Partner who leaves pays his or her share up to the move-out date. If the landlord will not release the leaving Partner, the Partners will end the lease on the earliest lawful date unless they agree in a Signed Writing on security for the leaving Partner.

12.7 If neither stays. The Partners will give the landlord the notice the lease and the law require, return the Home in the condition the lease requires and share unavoidable costs in the Schedule E rent shares.

13. The home: owned by one partner

13.1 Application. This clause applies while one Partner alone owns the Home (the "**Owner**") and the other Partner lives there (the "**Occupant**"). The Owner is [Sole owner of the home: _____].

13.2 Ownership. The Home is the Owner's Separate Property. The Occupant acquires no ownership, share, lien or right to growth in value by living in the Home, paying Schedule E amounts or doing work on it.

13.3 Transfer of land needs a deed of alienation. The Partners know that a sale, exchange or donation of land has no force or effect unless it is contained in a deed of alienation signed by the parties or by their agents acting on written authority. This Agreement does not transfer, sell or donate

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any share in the Home. A transfer happens only through a separate signed deed of alienation and registration of transfer in the deeds registry through a conveyancer.

13.4 Occupancy contribution. The Occupant will pay R[Monthly occupancy contribution in rand: _____] per month towards the costs of the Home, on or before day [Payment day of the month: _____] of each month. This is a contribution to the household and not a payment towards ownership.

13.5 Repayable contributions. If the Occupant pays for a capital improvement, a capital payment on the bond or another cost beyond Schedule E, the payment is repayable only if it is listed in Schedule D or in a Signed Writing made before or when it was paid. The following applies to listed payments: [Treatment of listed contributions: _____]. An unlisted payment is treated as a voluntary contribution to the household and not as a loan or a donation that must be repaid.

13.6 Amount and time of repayment. A repayable contribution is repaid without interest and without a share in growth in value, unless Schedule D says otherwise. The Owner pays it within [Days to repay contributions: _____] days after the Separation Date, or on transfer of the Home to a buyer if that is earlier.

13.7 Owner's duties. The Owner keeps the Home insured and pays the bond, rates, levies and insurance. The Occupant will not register or claim any right over the Home. The Owner will tell the Occupant promptly of any letter of demand, summons, sale in execution or sale of the Home that may affect the occupancy.

13.8 Adding the Occupant to title. If the Owner later transfers a share in the Home to the Occupant, the Partners will first obtain advice on transfer duty, donations tax, bond consent and costs, and will sign a deed of alienation and a Signed Writing that records the shares and any credits. Clause 14 then applies.

13.9 End of occupancy. Clause 26 sets the time the Occupant has to move out. The Partners know that no one may be evicted from his or her home without an order of court. Neither Partner will change locks, cut off services or remove belongings to force the other out.

14. The home: owned jointly

14.1 Application. This clause applies while both Partners own the Home. They hold it in undivided shares as follows: [Undivided shares in the home: _____].

14.2 Registered title. The title deed decides ownership as against third persons. A change in the registered shares needs a signed deed of alienation and registration of transfer, as clause 13.3 describes. If the title deed and this Agreement differ, the Partners will sign any document needed to bring the title in line with this Agreement.

14.3 Purchase contributions. The deposit, transfer costs, bond registration costs and other amounts each Partner paid on purchase are listed in Schedule D. Each Partner is credited on separation as Schedule D provides. A contribution that is not listed, or proved by a Contribution Record, earns no credit.

14.4 Bond and running costs. The Partners share the bond instalments, rates, levies, insurance and upkeep in these shares: [Shares of bond and running costs: _____]. If both Partners signed the bond, each stays liable to the bank as the bond provides. A Partner who pays more than his or her share to prevent default may recover the excess, and it is a first credit on sale or buyout.

14.5 Improvements. Neither Partner will spend more than R[Improvement consent limit in rand:

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_____] of joint funds on improvements, or take a further advance on the bond, without the other's written consent, except for urgent repairs needed to protect the Home.

14.6 No unilateral dealing. Neither Partner will sell, donate, bond, let or otherwise deal with his or her share of the Home without the other's written consent, subject to clause 27.

14.7 Agreed exit before court. The Partners know that a co-owner may be able to ask a court to end co-ownership. Each agrees first to follow the buyout and sale steps in clause 27 before applying to court, unless the other Partner fails to follow those steps, a protection order or safety concern makes them impossible, or urgent relief is needed to protect the Home.

14.8 Order of payment of net proceeds. On a sale after separation, the proceeds are applied in this order: the bond and any other registered charge; agent's commission and costs of sale; arrear rates, levies and taxes due on the sale; amounts one Partner overpaid under clause 14.4; the credits in Schedule D; and the balance in the ownership shares. If the proceeds do not cover all credits, the credits are reduced in proportion. A shortfall owed to the bank is shared in the clause 14.4 shares.

15. Household expenses

15.1 Shared costs. The Partners share the Household Expenses listed in Schedule E in the percentages or amounts stated there.

15.2 Payment. Each Partner pays his or her share by [Payment method: _____] on or before day [Expense day of the month: _____] of each month. A Partner who pays a shared account sends the other a copy or a monthly summary.

15.3 Change in circumstances. If a Partner's income falls by more than [Income drop that allows a review (percent): _____] percent, for example through retrenchment, illness or parental leave, that Partner may ask for a review of the shares. The Partners will meet within 14 days. A change takes effect only by Signed Writing. Until then, the existing shares continue as far as the Partner can pay them.

15.4 Personal costs. Each Partner pays his or her own clothing, personal care, studies, vehicle, cellphone, hobbies, memberships, travel and personal insurance, unless Schedule E lists the item as shared.

15.5 Extra payments. A payment above a Partner's share of Household Expenses is a voluntary contribution to the household. It is not a loan unless a Signed Writing says so and sets out the repayment terms. If clause 6 option 1 applies, extra payments made in performance of the duty of support are not repayable.

15.6 Settlement on separation. Household Expenses are settled up to the Separation Date and for any later period in which both Partners live in the Home. Within 30 days after that period ends, each Partner sends the other any unpaid shared accounts, and the Partners settle the balance.

16. Bank accounts, cards and joint debts

16.1 Own accounts. Each Partner keeps his or her own bank accounts, cards and investment accounts. The other Partner may not use, view or withdraw from them without permission.

16.2 Joint account. The Partners may keep a joint account for Household Expenses, identified as: [Joint household account: _____]. Each Partner deposits the amount in Schedule E and may withdraw only for shared expenses, unless both agree otherwise.

16.3 Ownership of a joint account. As between the Partners, the balance of a joint account belongs

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to them in proportion to their net deposits, and equally if deposits cannot be shown. The bank may still deal with either account holder under its account terms.

16.4 Additional cardholders. A Partner may make the other an additional cardholder. The main cardholder remains liable to the bank. The additional cardholder repays the main cardholder for personal purchases within 15 days after the statement.

16.5 Separate Debts. Each Partner pays the Debts he or she had before the Start Date, the Debts listed in his or her Schedule and the Debts he or she alone incurs, and indemnifies the other Partner against any loss, including reasonable legal costs, arising from them.

16.6 Joint Debts. A Debt is joint only if both Partners signed for it or a Signed Writing makes it joint. Joint Debts are paid in the shares in Schedule C, and equally if Schedule C states no shares. This Agreement binds only the Partners. A creditor may still claim from any Partner who signed for a Debt.

16.7 No suretyship. Neither Partner stands surety for the other's Debts by virtue of this Agreement. A suretyship must be in a separate written document signed by the surety. Neither Partner will apply for credit, sign or transact in the other's name.

16.8 On separation. Within 10 days after the Separation Date each Partner will stop using joint accounts and shared cards except for agreed final accounts, and will remove additional cardholders. The Partners will divide the balance of a joint account under clause 16.3 and will close or refinance joint Debts within [Days to close or refinance joint debts: _____] days where the creditor allows. No Partner will empty a joint account.

17. Gifts, loans and donations between partners

17.1 Completed donations. A donation between the Partners that has been delivered or transferred belongs to the Partner who received it. Ordinary gifts for birthdays, holidays and similar occasions need no writing.

17.2 Promises of future donations. The Partners know that a promise to make a donation in the future is valid only if its terms are contained in a written document signed by the donor, or by a person acting on the donor's written authority granted in the presence of two witnesses. A verbal promise, or a promise in this Agreement that is not signed by the donor as a donation, does not bind the donor.

17.3 Large donations. A donation worth more than R[Large donation amount in rand: _____], or a donation of immovable property, a vehicle, an investment, a policy or a business interest, will be recorded in a dated document signed by the donor that states the property, its value and that it is a donation. A donation of land also needs a deed of alienation and registration of transfer.

17.4 Donations by others. A donation to both Partners belongs to them equally unless the donor stated otherwise. A donation to one Partner belongs to that Partner.

17.5 Loans. Money passed between the Partners is a loan only if a signed loan agreement states the amount, the repayment date and any interest. Loans in existence on the Effective Date are: [Existing loans between the Partners: _____]. Each such loan stays in force on its own terms.

17.6 Donations tax. The Partners know that:

(a) the first R150 000 of property that a natural person donates in each year of assessment is exempt from donations tax;

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(b) above the exemption, donations tax is levied at 20 percent on the aggregate value of donations up to R30 million, and at 25 percent on the value above R30 million;

(c) a bona fide contribution to the maintenance of another person is exempt to the extent the Commissioner for SARS considers reasonable; and

(d) donations between spouses are exempt, but whether a Partner counts as a spouse for this purpose depends on the definitions in the Income Tax Act and on SARS's view of their union.

The donor is responsible for any donations tax return and any donations tax on his or her donations, and will obtain tax advice before a large donation.

18. Vehicles, household goods and pets

18.1 Vehicles. A vehicle belongs to the Partner in whose name it is registered, unless it is subject to an instalment sale agreement, in which case it belongs to that Partner subject to the finance house's rights. The registered owner pays its instalments, insurance, licence fees and repairs. Other agreed terms for a shared vehicle: [Shared vehicle terms: _____].

18.2 Household goods. Furniture, appliances and other household goods belong to the Partner who brought or bought them, as shown by receipts or by Schedule A, B or C. Goods bought with joint funds are Joint Property.

18.3 Goods of uncertain ownership. If the Partners cannot establish who owns an item, they divide such items by taking turns, after a coin toss decides who chooses first. An item they cannot agree on is sold and the net price is shared equally.

18.4 Pets. The Partners' pets and their owners are: [Pets and owners: _____]. Each owner pays the costs of his or her pet unless Schedule E shares them. On separation a pet goes to its listed owner. If a pet is listed as joint, the Partners will decide where it lives with regard to its welfare and its main daily carer, and will use clause 33 if they cannot agree.

18.5 Personal items. Each Partner keeps his or her own identity documents, devices, passwords, personal papers, family heirlooms and keepsakes. Neither Partner will access, alter or withhold them.

19. Business interests and contributions to a business

19.1 Ownership. A business, professional practice, member's interest, shareholding, trust interest or intellectual property belongs to the Partner who holds it, as Separate Property. Growth in its value during the Cohabitation Period also belongs to that Partner, unless clause 5 option 2 expressly includes it in the Partnership Assets.

19.2 Help in a business. The Partners know that a court may infer a tacit partnership from conduct, and that such a partnership is not limited to commercial undertakings. Unpaid help, advice, introductions or moral support given to the other Partner's business does not create a partnership, a share in the business or a right to payment. A Partner who works in the other's business as an employee or contractor will have a separate written agreement and will be paid as the law requires. This Agreement does not waive employment rights that the law does not allow a person to waive.

19.3 Money invested. Money a Partner pays into the other Partner's business is a donation, loan or investment only as a Signed Writing records. If nothing records its nature, the payment is treated as a donation up to R[Business donation cap in rand: _____] in total, and any greater amount is treated as an interest-free loan repayable 12 months after written demand.

19.4 Joint ventures. A business that the Partners own together needs its own written partnership

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agreement, shareholders' agreement or trust deed, which governs that business.

19.5 Confidentiality. Each Partner will keep the other's business and client information confidential and will return business records on separation.

20. Insurance, retirement fund nominations and medical aid

20.1 Own benefits. Retirement fund benefits, provident and pension fund interests, retirement annuities, preservation funds, share schemes and insurance policies belong to the Partner who is the member or policyholder.

20.2 Nominations. Each Partner may nominate any beneficiary on his or her policies and retirement funds. The Partners know that the rules of a fund and the law that governs it decide how a death benefit is paid, and that a nomination form may guide but not always bind the fund. If the Partners agree that one will nominate the other, the agreed nominations are: [Agreed beneficiary nominations: _____]. That promise ends on the Separation Date unless the field states otherwise. The member or policyholder will show proof of the nomination on written request.

20.3 Updating nominations. Each Partner will review his or her nominations within 30 days after the Effective Date, after the birth of a child and after the Separation Date.

20.4 Medical aid. The rules of a medical scheme decide whether a partner may be registered as a dependant. If one Partner registers the other as a dependant, the dependant pays the share of the contribution stated in Schedule E. Both Partners will give the scheme true information and will tell it promptly when the dependant ceases to qualify, including after separation.

20.5 Home and household insurance. The owner insures the Home and his or her own contents. Each Partner keeps cover for his or her own belongings and liability and checks that the policy covers a partner who lives in the Home.

21. Tax

21.1 Own returns. Each Partner is responsible for his or her own income tax returns, provisional tax and tax payments. Neither Partner will represent to SARS that the Partners are married while they are not.

21.2 Division of assets on separation. The Partners know that, for a permanent same-sex or heterosexual union, SARS requires an agreement of division of assets that has been made an order of court before the capital gains tax roll-over for transfers on separation applies. If the Partners want that treatment for a transfer under clause 27, they will obtain tax advice and may jointly apply to court to have their division agreement made an order of court. Each Partner bears the tax that results from his or her own sale or transfer unless Schedule D or a Signed Writing divides it.

21.3 Donations tax. Clause 17.6 applies to donations between the Partners.

21.4 Records. Each Partner will give the other the records reasonably needed for a tax return or a SARS query, including base cost, improvement and bond records, for 5 years after the Separation Date.

22. Support after separation

22.1 No automatic claim. The Partners know that South African law does not give a cohabitant a general right to maintenance from the other after the relationship ends. A right exists only if the Partners create it by contract.

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22.2 Choice. The Partners choose the following option for the period after separation: [Maintenance after separation choice: _____]. The option is option 1 (no maintenance after separation) or option 2 (agreed maintenance).

22.3 Option 1: no maintenance after separation. If the Partners choose option 1, neither Partner owes the other maintenance after the Separation Date, and each Partner renounces any contractual claim to it. This does not affect child maintenance or any claim that arises on death under clause 25.

22.4 Option 2: agreed maintenance. If the Partners choose option 2, [Partner who pays maintenance: _____] will pay [Partner who receives maintenance: _____] the following, starting 30 days after the Separation Date: [Maintenance amount and end date: _____]. The payments end on the earliest of the end date stated, the death of either Partner, and the payee's Marriage to, or cohabitation in a permanent life partnership with, another person. The payments are a contractual debt.

22.5 Review. A Partner may ask for a change to agreed maintenance if the payer suffers an involuntary and lasting loss of income. Clause 33 applies. No change takes effect without a Signed Writing or a court order.

22.6 Child maintenance. This clause does not deal with child maintenance. Clause 23 applies to children.

23. Children: parental responsibilities, care, contact and maintenance

23.1 Children. Children of the Partners, or of one Partner, who live in the Home are: [Children living in the home: _____]. A Partner who is not a parent of a child does not become a parent, or acquire parental responsibilities and rights or a duty to maintain the child, because of this Agreement.

23.2 Best interests. The Partners know that, in all matters concerning the care, protection and well-being of a child, the child's best interest is of paramount importance. No term of this Agreement limits a court, the family advocate or a child's rights, and any term about a child applies only as far as it serves the child's best interests.

23.3 Unmarried father. The Partners know that a biological father who is not married to the mother acquires full parental responsibilities and rights if, at the time of the child's birth, he is living with the mother in a permanent life partnership. A biological father also acquires them, whether or not he lived with the mother, if he consents to be identified as the father, or is identified under the Children's Act, or pays damages under customary law, and contributes or tries in good faith to contribute to the child's upbringing and maintenance for a reasonable period. If a father meets neither test, or if the Partners want to confer parental responsibilities and rights on a Partner in another way, they will sign a separate parental responsibilities and rights agreement. Such an agreement takes effect only when it is registered with the family advocate or made an order of court.

23.4 Parenting plan. If the Partners separate, they will make a parenting plan for each child of both of them. A parenting plan must be in writing and signed by the parties to it, and may be registered with a family advocate or made an order of court. It may deal with where and with whom the child is to live, the child's maintenance, contact with each parent and any other matter about parental responsibilities and rights.

23.5 Child maintenance. The Partners know that both parents must support their child, that their shares are apportioned according to their respective means, and that this duty exists whether or not the child was born in wedlock. Child maintenance covers what the child reasonably requires for

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proper living and upbringing, including food, clothing, accommodation, medical care and education. No term of this Agreement waives, limits or fixes a child's maintenance.

23.6 Voluntary spending on a partner's child. Money a Partner spends on a child of the other Partner is a voluntary contribution to the household. It creates no claim for repayment and no promise to continue, unless the law says otherwise.

23.7 Interim care. If the Partners separate, they will keep children out of their conflict and will cooperate in good faith on the children's day-to-day care and contact with each parent until a parenting plan or court order is in place.

24. Illness, incapacity and health care

24.1 Help during illness. During the Cohabitation Period a Partner may help the other through illness or injury. Unless clause 6 option 1 applies, this help is voluntary and does not create a duty to pay medical costs or to give up work.

24.2 Separate documents. This Agreement is not a power of attorney, a living will or a consent to medical treatment. A Partner who wants the other to manage his or her affairs, receive health information or express wishes about treatment will sign separate documents for that purpose. Documents signed or planned: [Health and incapacity documents: _____].

24.3 Information and visits. Each Partner may tell health care providers that the other Partner may visit and receive information, subject to the law and to his or her own later wishes.

24.4 Household costs during incapacity. If a Partner loses capacity, a person lawfully appointed to manage that Partner's affairs may act for that Partner under this Agreement within the limits of that appointment. That Partner's share of Household Expenses continues from his or her own funds for as long as either Partner lives in the Home, unless a court orders otherwise.

24.5 Capacity to amend. A Partner must have legal capacity when signing a Signed Writing. A representative may amend this Agreement only if his or her written authority expressly allows it.

25. Death: wills, intestate succession and estate maintenance

25.1 Life partners and intestate succession. The Partners know that, if a person dies without a valid will, a surviving partner in a permanent life partnership in which the partners undertook reciprocal duties of support counts as a spouse for intestate succession. A surviving spouse who is not survived by a descendant inherits the whole intestate estate. If there are descendants, the spouse inherits a child's share or the amount fixed by the Minister, whichever is greater. Whether a Partner qualifies depends on the facts, including the choice in clause 6.

25.2 Maintenance from the estate. The Partners know that a surviving partner of such a permanent life partnership, who has not received an equitable share in the deceased partner's estate, may claim reasonable maintenance from the estate until his or her death or remarriage, to the extent that he or she cannot provide for those needs from his or her own means and earnings.

25.3 Wills. This Agreement is not a will and does not replace one. Each Partner will make a will that reflects his or her wishes. The Partners know that a valid will must be signed at the end by the testator in the presence of two or more competent witnesses present at the same time, who sign in the presence of the testator and of each other, and that every earlier page must also be signed. A person who signs a will as a witness may not benefit under it, so a Partner who is an heir or executor under the other Partner's will must not witness that will. Wills signed or planned: [Wills signed or planned: _____].

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25.4 No promise to bequeath. Neither Partner promises in this Agreement to leave property to the other by will. Each Partner keeps the right to change his or her will at any time.

25.5 Property on death. Property passes according to its registered title, a beneficiary nomination, a trust deed, a will or the law of intestate succession. The deceased Partner's Separate Property falls into his or her estate. A share in Joint Property falls into the deceased Partner's estate in the share owned.

25.6 Staying in the Home. If the Owner under clause 13 dies, the surviving Partner may stay in the Home for [Days the survivor may stay: _____] days after the death, paying his or her usual Schedule E share, unless the will or the law gives a longer period. This is a personal and temporary permission and does not create a usufruct or habitatio. The estate keeps the Home insured.

25.7 Estate bound. Debts owed and credits earned under this Agreement bind and benefit each Partner's estate. A claim against an estate must be lodged with the executor within the time the law requires.

25.8 Statutory claims preserved. Nothing in this Agreement excludes a claim that a statute gives a surviving life partner, and clause 28 does not release such a claim.

26. Separation: notice, move-out and occupancy

26.1 Separation Date. The Separation Date is the earliest of:

(a) the date stated in a written notice of separation given by a Partner under clause 35, but not earlier than the date on which the notice is given;

(b) the date stated in a Signed Writing recording that the Partners have separated; and

(c) the date on which a Partner moves out with a clear intention to end the relationship and tells the other Partner so.

A holiday, hospital stay, work posting or short break does not on its own end the Cohabitation Period. If the date is disputed, clause 33 applies.

26.2 Who stays. In a Home owned by one Partner, the Owner stays. In a rented Home, clause 12.5 applies. In a Home owned by both Partners, [Partner who may stay in a jointly owned home: _____] may stay until the buyout or sale is completed, if that is safe and lawful.

26.3 Time to move out. The Partner who must leave has [Days to move out: _____] days after the Separation Date to move out, unless the Partners agree otherwise in writing. During that period he or she may stay on the existing terms.

26.4 No eviction without a court order. The Partners know that no one may be evicted from his or her home without an order of court made after considering all the relevant circumstances. If a Partner does not move out, the other Partner may only use lawful court procedures. Neither Partner will change locks, cut off water, electricity or other services, remove the other's belongings, harass or monitor the other to force a move.

26.5 Access and belongings. Until the move-out date, both Partners may use the Home reasonably and with respect for each other's privacy. The leaving Partner may collect belongings on at least 24 hours' notice. Belongings left in the Home for more than [Days to collect belongings: _____] days after the move-out date may be dealt with only as the law allows and after written notice to the owner.

26.6 Costs after separation. Each Partner pays his or her Schedule E share while living in the Home.

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After the other Partner moves out, the Partner who stays in a Home owned by both pays [Share of running costs for the Partner who stays: _____] of its running costs. Bond instalments, rates and insurance continue under clause 14.4 until the buyout or sale is completed.

26.7 Safety first. A Partner who fears for his or her safety may leave at once, ask the police or a court for help and give notice later by a safe method. A protection order or other court order prevails over this clause.

27. Division on separation, buyout and sale

27.1 General rule. On separation each Partner keeps his or her Separate Property and pays his or her separate Debts. Joint Property is divided in the clause 11.2 shares, the Home under this clause and clause 14, joint accounts under clause 16, and Partnership Assets, if clause 5 option 2 applies, under clause 5.4.

27.2 Exchange of information. Within 21 days after the Separation Date, each Partner gives the other a list of Joint Property, joint Debts, account balances and Contribution Records.

27.3 Goods and accounts. Within 45 days after the Separation Date, the Partners divide household goods under clause 18 and close joint accounts. They make one balancing payment for any difference in value.

27.4 Buyout of a jointly owned Home. The first right to buy the other's share belongs to [Partner with first buyout right: _____]. That Partner may give written notice of intention to buy within [Days to give buyout notice: _____] days after the Separation Date. If that Partner does not, the other Partner may give notice within the next 14 days. The price is what the selling Partner would receive under clause 14.8 if the Home were sold at its valued market price on the date of transfer, without deducting estimated agent's commission unless the Partners agree.

27.5 Valuation. The Partners appoint one independent registered property valuer. If they cannot agree within 10 days, each appoints one, and if the two valuations differ by not more than 5 percent, the price is their average. If they differ by more, the two valuers appoint a third valuer, whose valuation within the range of the first two is final. A Partner who does not appoint a valuer within 10 days after written request accepts the other's valuer. The Partners share valuation costs equally.

27.6 Transfer. The buying Partner has [Days to complete the buyout: _____] days after the price is fixed to obtain finance, pay the price or give acceptable guarantees, and procure the release of the selling Partner from the bond. The Partners will sign a deed of alienation, the power of attorney to pass transfer and any other documents the conveyancer needs. Transfer is effected by registration in the deeds registry. The selling Partner need not sign while he or she remains liable under the bond without his or her written consent.

27.7 Sale on the open market. If no buyout is completed, the Partners will mandate an estate agent within 30 days and set the asking price on the agent's written valuation. They will accept a reasonable offer at 97 percent or more of the asking price and will reduce the asking price by 3 percent if no such offer is received within 45 days. Both Partners will cooperate with viewings and sign all documents. Net proceeds are applied under clause 14.8.

27.8 Delay. If transfer is delayed by the bank, the deeds registry, a defect in title or another cause outside the Partners' control, the time limits extend by the period of the delay, up to 90 days. If a Partner unreasonably blocks a sale, the other may apply to court under clause 40.

27.9 Court order for tax. If a transfer between the Partners is meant to qualify for the tax treatment in clause 21.2, the Partners will record the division in a written agreement and cooperate in having it

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made an order of court before transfer.

27.10 Other joint assets. For any other jointly owned asset, the Partners first try to agree on who keeps it and at what value. If they cannot agree, they obtain a valuation and, failing agreement after that, sell the asset and share the net proceeds in the applicable shares.

28. Mutual release of claims

28.1 Release. Except for the rights preserved in clause 28.2, and subject to the choice made in clause 5, each Partner releases the other and the other's estate from all claims to property, income or maintenance that rest only on their living together, including claims based on a tacit or implied Universal Partnership, unjustified enrichment or the value of household services, to the extent the law allows.

28.2 What is not released. The release does not cover:

(a) claims under this Agreement, a Signed Writing, a title deed, a loan agreement or any other written contract;

(b) a Universal Partnership agreed under clause 5 option 2;

(c) the rights of a child, child maintenance, care, contact and parental responsibilities and rights;

(d) claims arising from fraud, deliberate non-disclosure, duress or undue influence;

(e) claims for personal injury, abuse or harassment, and the right to apply for a protection order;

(f) rights under a will, a trust or a beneficiary nomination;

(g) claims that a statute gives to a surviving life partner on death; and

(h) any right that the law does not allow a person to give up.

28.3 Effect. The release binds both Partners equally, takes effect on the Effective Date and continues after separation.

29. Marriage or civil union of the partners

29.1 Agreement ends on Marriage. If the Partners marry each other, this Agreement ends on the date of the Marriage, except clauses 9 and 17 as to property and donations completed before the Marriage, and except as an antenuptial contract provides.

29.2 Matrimonial property system. The matrimonial property system that applies to a Marriage is determined by marriage law, not by this Agreement. This Agreement is not an antenuptial contract. The Partners know that the accrual system applies to a marriage out of community of property under an antenuptial contract that excludes community of property and community of profit and loss.

29.3 Antenuptial contract. Partners who intend to marry and who want a property system other than the one that applies by default will obtain advice and sign an antenuptial contract before the Marriage, in the form and with the registration the law requires.

29.4 Not a promise to marry. This Agreement is not a promise to marry.

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30. Term, review, amendment and termination

30.1 Duration. This Agreement starts on the Effective Date and continues until it ends under clause 29, by written agreement or by completion of all obligations after separation.

30.2 Review. The Partners will review this Agreement every [Years between reviews: _____] years, and on the birth or adoption of a child, the purchase of immovable property, a significant inheritance, a serious illness, a move to another country or a large change in income.

30.3 Amendment. This Agreement may be amended, replaced or cancelled only under clause 39.

30.4 Change requests. A Partner who wants a change sends a written proposal. The Partners will discuss it within 21 days. Neither Partner is obliged to agree.

30.5 Schedule updates. A Partner may update the facts in his or her own Schedule A or B by a dated page given to the other. An update does not change the ownership of Joint Property or any obligation without the other Partner's signature.

30.6 Survival. Clauses 1 to 5, 9 to 25 and 27 to 41 continue after separation as far as needed to give effect to rights that have arisen.

31. Domestic violence and safety

31.1 Protection orders. The Partners know that people who live or lived together in a relationship in the nature of marriage, of the same or opposite sex, are in a domestic relationship and may apply for a protection order. A court may, by protection order, prohibit a respondent from entering a residence shared with the complainant if this appears to be in the complainant's best interests.

31.2 No waiver. Nothing in this Agreement limits a Partner's right to apply for, or a court's power to grant, a protection order, including an order about the Home. A protection order prevails over this Agreement.

31.3 No loss of rights. A Partner does not lose any payment, occupancy right or share of property because he or she reported abuse, applied for a protection order, called the police or sought medical or counselling help.

31.4 Safe communication. If contact with the other Partner would be unsafe, a Partner may communicate through an attorney or another adult he or she names, and need not disclose a safe address.

32. Privacy and confidentiality

32.1 Confidential information. Each Partner will keep private the other's financial, health, work and family information learned through the relationship, and will process the other's personal information only for household purposes and as the law allows. A Partner may share it with professional advisers, banks, courts, government bodies and insurers who need it, with the other's consent, or where the law requires.

32.2 Images and devices. Neither Partner will share or publish private or intimate images or recordings of the other, or access the other's device, accounts or location without permission.

32.3 Protected conduct. Nothing in this clause prevents a Partner from reporting a crime or abuse, giving truthful evidence, consulting a government body or exercising any right the law protects.

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33. Dispute resolution: negotiation, mediation and arbitration

33.1 Negotiation. A Partner with a dispute about this Agreement sends the other a written notice that describes it and the outcome sought. The Partners will try in good faith to settle it within [Negotiation days: _____] days.

33.2 Mediation. If they do not settle, the Partners will refer the dispute to an accredited family or civil mediator in [Place of mediation and arbitration: _____], chosen by agreement or, failing agreement within 10 days, nominated by the chairperson of a recognised mediation body. The Partners share the mediator's fee equally and will attend at least one session within 45 days.

33.3 Arbitration. If mediation does not resolve a dispute about property, money or the interpretation of this Agreement, [Arbitration choice: _____]. The option is option 1 (either Partner may refer it to arbitration) or option 2 (no arbitration; court). If option 1 applies, this clause is a written arbitration agreement, the arbitrator is a practising advocate or attorney of at least 10 years' standing agreed by the Partners or, failing agreement within 10 days, nominated by the chairperson of a recognised arbitration body, the arbitration takes place in [Place of mediation and arbitration: _____], and the award is final and binding.

33.4 Matters reserved to courts. The Partners know that a reference to arbitration is not permitted in respect of a matrimonial cause or a matter relating to status. Questions of status, the care of and contact with children, child maintenance and parental responsibilities and rights stay with the courts and the family advocate. Protection orders stay with the courts.

33.5 Urgent relief and exceptions. Negotiation, mediation and arbitration do not prevent a Partner from applying to court for urgent relief, and are not required where there is violence, a threat, a protection order, a risk to a child, a risk that property will be hidden or dissipated, or prescription about to run. A Partner may decline a face-to-face session and use a safe remote method.

33.6 Without prejudice. Offers made in negotiation or mediation are without prejudice and may not be used as evidence, except to prove a settlement or as the law allows.

34. Breach, remedies and penalties

34.1 Breach and notice. If a Partner breaches this Agreement and does not remedy the breach within [Days to remedy a breach: _____] days after written notice describing it, or within 10 days for a failure to pay, the other Partner may claim performance, payment, damages, an accounting or any other remedy the law allows.

34.2 Interest. An amount not paid on its due date bears interest at [Interest rate percent per year: _____] percent per year from the due date until payment, but not more than the law allows.

34.3 Penalties. No Partner forfeits property, and no penalty is payable, because the relationship ends or because of conduct within the relationship. The Partners know that a court may reduce a contractual penalty that is out of proportion to the prejudice suffered by the creditor.

34.4 Indemnity. A Partner whose breach causes a third person to claim against the other Partner indemnifies the other Partner against the resulting reasonable loss and costs.

34.5 Limitation of liability. To the extent the law allows, neither Partner is liable to the other for indirect or consequential loss arising from a breach of this Agreement. This limit does not apply to fraud, deliberate breach, personal injury, abuse, misuse of private images or an amount due under this Agreement.

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34.6 Legal costs. The rule on legal costs is: [Legal costs rule: _____]. A court or arbitrator may make another order as the law allows. This clause does not apply to a matter about a child.

34.7 Prescription. The Partners know that an ordinary debt, such as a buyout price, a repayable contribution or a loan repayment under this Agreement, prescribes after three years unless an Act of Parliament provides otherwise. Each Partner will pursue claims promptly.

34.8 Events beyond control. A time limit, other than a time for payment, extends for the period of a disaster, serious illness, court closure or similar event that a Partner could not prevent, if that Partner gives prompt notice and continues to try to perform.

35. Notices and domicilium citandi et executandi

35.1 Domicilium. Each Partner chooses the address below as his or her domicilium citandi et executandi, the address at which notices and legal process may be served on him or her:

Partner A: [Partner A domicilium address: _____]

Partner B: [Partner B domicilium address: _____]

35.2 Email. Each Partner may also receive notices at the following email address: Partner A: [Partner A email: _____]. Partner B: [Partner B email: _____].

35.3 Form. A notice under this Agreement must be in writing. It may be delivered by hand, sent by courier to the domicilium address, or sent by email to the address in clause 35.2.

35.4 When received. A notice delivered by hand or courier is presumed received on the date of delivery. A notice sent by email is presumed received on the first business day after it is sent, unless the sender receives a message that it was not delivered. A notice actually received by a Partner is valid even if it was not sent in a way this clause sets out.

35.5 Change of address. A Partner may change his or her domicilium to another physical address in South Africa, or his or her email address, by written notice to the other Partner. The change takes effect 7 days after the notice is received.

35.6 Safety. If delivery to the Home would be unsafe, a Partner may nominate an attorney's address as domicilium, and neither Partner must disclose a confidential safe address.

36. Cession and assignment

36.1 No cession or delegation. Neither Partner may cede rights or delegate obligations under this Agreement without the other's prior written consent, except that a right to payment passes to a Partner's estate.

36.2 Successors. Subject to clause 25, this Agreement binds and benefits each Partner's estate, heirs, executor and curator.

36.3 No benefit to third persons. This Agreement is not a stipulation for the benefit of a third person. It gives no rights to a creditor, landlord, bank, insurer, former spouse or any other person. A child's rights under the law are not affected.

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37. Waiver and no indulgence

37.1 No waiver unless written. A waiver of a right under this Agreement is valid only if it is in writing and signed by the Partner who gives it, and applies only to the matter stated in it.

37.2 No indulgence. A relaxation, extension of time or indulgence granted by a Partner, or a failure or delay in enforcing a right, does not waive that right or prevent its later enforcement. Accepting a late or partial payment does not create a new term or a new share for the future.

38. Severability

38.1 Severability. Each clause and subclause of this Agreement is separate. If a court or arbitrator finds a provision invalid or unenforceable, that provision is limited or removed only as far as necessary, and the rest of the Agreement stays in force.

38.2 Replacement. If removing a provision would make the remaining terms plainly unfair to a Partner, the Partners will negotiate a lawful replacement under clause 33.

39. Entire agreement and non-variation

39.1 Entire agreement. This Agreement, its Schedules and the loan agreements listed in clause 17.5 contain the whole agreement between the Partners on their subject matter. They replace all earlier discussions, messages and drafts. Title deeds, leases, bonds, wills, beneficiary nominations, powers of attorney, parenting plans and separate business agreements remain in force.

39.2 No representations. Neither Partner relies on a representation, warranty or promise that is not recorded in this Agreement. This does not exclude liability for fraud.

39.3 Non-variation. No addition to, variation of, or agreed cancellation of this Agreement, including this clause, has any force unless it is in writing and signed by both Partners. A text message, email, voice note, oral statement or conduct does not vary or cancel it.

39.4 Further documents. Each Partner will sign, within 14 days after written request, any deed of alienation, power of attorney to pass transfer, bank form, lease or other document reasonably needed to give effect to this Agreement. Each Partner pays his or her own costs unless this Agreement says otherwise.

40. Governing law and jurisdiction

40.1 Governing law. This Agreement is governed by the law of the Republic of South Africa.

40.2 Courts. Subject to clause 33, each Partner consents to the jurisdiction of [Court for disputes: _____] for any matter arising from this Agreement. This does not limit the power of any court over children, protection orders or immovable property situated elsewhere.

40.3 Public policy. Nothing in this Agreement requires a court or arbitrator to act against the law or public policy.

40.4 Move abroad. If the Partners move their Home to another country, this Agreement continues, but a court there may apply its own law to immovable property, to enforcement or to public policy. The Partners will have this Agreement reviewed in the new country within 90 days after the move.

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41. Counterparts and electronic signature

41.1 Electronic signatures generally. The Partners know that an electronic signature is not without legal force merely because it is in electronic form, but that the law on electronic transactions does not give validity to an agreement for the alienation of immovable property or to a will.

41.2 Signature in ink. The Partners choose to sign this Agreement by hand in ink, before two witnesses, and to initial every page, including the Schedules. A deed of alienation, a will and any separate document recording a future donation will each be signed in ink in the form the law requires for it.

41.3 Counterparts. This Agreement may be signed in counterparts, each of which is an original, and which together form one agreement. A scanned copy may be used as a record, but each Partner keeps a signed original.

41.4 Originals. The Partners will sign [Number of signed originals: _____] originals. Each Partner keeps one in a safe place and tells a trusted person where it is.

SIGNATURES

Each Partner has read this Agreement and Schedules A to E, understands them and signs voluntarily.

Partner A
Signature:
Full name: [Partner A full name: _____]
Signed at:
Date:

Partner B
Signature:
Full name: [Partner B full name: _____]
Signed at:
Date:

Witnesses (adults who are not Partners, not related to a Partner and receive no benefit under this Agreement; both witnesses sign in the presence of both Partners and of each other)

Witness 1 signature:
Full name:
Address:
Date:

Witness 2 signature:
Full name:
Address:
Date:

Interpreter (complete only if this Agreement was explained to a Partner in another language under clause 8.5)

I explained this Agreement to the Partner named here in the language stated, and the Partner told me that he or she understood it.

Partner and language:
Interpreter signature:

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Full name:
Date:

Certificate of attorney for Partner A (complete if Partner A had an attorney)

I advised Partner A alone on this Agreement and its effect on Partner A's rights. Partner A told me that he or she understands it and signs freely.

Attorney signature:
Full name and firm:
Date:

Certificate of attorney for Partner B (complete if Partner B had an attorney)

I advised Partner B alone on this Agreement and its effect on Partner B's rights. Partner B told me that he or she understands it and signs freely.

Attorney signature:
Full name and firm:
Date:

SCHEDULE A: PARTNER A'S ASSETS, DEBTS AND INCOME

1. **Immovable property** (address, title deed number, estimated value, bond balance): [Partner A immovable property: _____]
2. **Bank and investment accounts** (institution, last four digits only, balance): [Partner A accounts: _____]
3. **Retirement funds, policies and medical aid** (fund or insurer, value, nominated beneficiary): [Partner A retirement funds and policies: _____]
4. **Vehicles, valuables and other movables:** [Partner A vehicles and valuables: _____]
5. **Business interests, shares, trust interests and intellectual property:** [Partner A business interests: _____]
6. **Debts** (creditor, balance, security): [Partner A debts: _____]
7. **Income, yearly before tax, by source:** [Partner A yearly income: _____]
8. **Maintenance paid or received, existing marriages, court orders, pending claims and inheritances already notified:** [Partner A maintenance, orders and claims: _____]

Partner A confirms that this Schedule is complete under clause 7.

Partner A initials and date:
Partner B received this Schedule, initials and date:

SCHEDULE B: PARTNER B'S ASSETS, DEBTS AND INCOME

1. **Immovable property** (address, title deed number, estimated value, bond balance): [Partner B immovable property: _____]
2. **Bank and investment accounts** (institution, last four digits only, balance): [Partner B accounts: _____]
3. **Retirement funds, policies and medical aid** (fund or insurer, value, nominated beneficiary):

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[Partner B retirement funds and policies: _____]

4. **Vehicles, valuables and other movables:** [Partner B vehicles and valuables: _____]
5. **Business interests, shares, trust interests and intellectual property:** [Partner B business interests: _____]
6. **Debts** (creditor, balance, security): [Partner B debts: _____]
7. **Income, yearly before tax, by source:** [Partner B yearly income: _____]
8. **Maintenance paid or received, existing marriages, court orders, pending claims and inheritances already notified:** [Partner B maintenance, orders and claims: _____]

Partner B confirms that this Schedule is complete under clause 7.

Partner B initials and date:
Partner A received this Schedule, initials and date:

SCHEDULE C: JOINT ASSETS AND JOINT DEBTS

1. **Joint Property** (item, how held, date acquired, cost, each Partner's share): [Joint items and shares: _____]
2. **Joint Debts** (creditor, balance, each Partner's share of payments): [Joint debts and shares: _____]
3. **Wishes on separation** (who keeps an item and how the other is paid): [Wishes on separation: _____]
4. **Goods not listed** remain with their owner under clause 18.

Partner A initials and date:
Partner B initials and date:

SCHEDULE D: HOME CONTRIBUTIONS

1. **Purchase price and date of registration of transfer:** [Purchase price and registration date: _____]
2. **Deposit, transfer costs and bond costs paid by each Partner:** [Deposit and costs paid by each Partner: _____]
3. **How the deposit is credited on sale or buyout** (repaid first without growth, or shared as ownership): [How the deposit is credited: _____]
4. **Improvements and extra capital payments agreed for credit** (date, amount, payer): [Agreed improvement credits: _____]
5. **Whether a credit shares in growth or loss in value:** [Growth or loss of credits: _____]
6. **Tax on a sale or transfer between the Partners:** [Tax on sale or transfer: _____]
7. **Repayable Occupant contributions under clause 13.5** (date, amount, purpose, repayment): [Repayable Occupant contributions: _____]

A change to this Schedule needs the signatures of both Partners. The Partners will attach the conveyancer's statement, a copy of the title deed and the receipts.

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Partner A initials and date:
Partner B initials and date:

SCHEDULE E: SHARED HOUSEHOLD EXPENSES

1. **Rent, or the agreed share of bond, rates, levies and insurance:** [Housing share: _____]
2. **Electricity, water, refuse and other municipal charges:** [Municipal charges share: _____]
3. **Internet, television and security services:** [Internet and security share: _____]
4. **Groceries and household supplies:** [Groceries share: _____]
5. **Domestic worker and garden services:** [Domestic and garden services share: _____]
6. **Routine repairs and maintenance:** [Repairs share: _____]
7. **Medical aid and shared insurance:** [Medical aid and insurance share: _____]
8. **Pets and vehicles used together:** [Pets and shared vehicle share: _____]
9. **Monthly deposit into the joint account:** [Monthly joint account deposit: _____]
10. **Other shared costs and their shares:** [Other shared costs: _____]

If clause 13 applies, the Occupant's occupancy contribution replaces item 1 for the Occupant.

Partner A initials and date:
Partner B initials and date:

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