

FAMILY LAW ACT 1975

IN THE FAMILY COURT OF AUSTRALIA
AT SYDNEY

No. SY 1234 of 1997

IN THE MARRIAGE OF:

DANIEL PETER *JONES*

and

VANESSA LEE *JONES*

(Husband/Father)

(Wife/Mother)

Address for Service:

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Waverley
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PARENTING PLAN

This Parenting Plan will operate for the benefit and in the best interests of the only child of the marriage of Daniel Peter Jones and Vanessa Lee Jones:

Mary Elizabeth Jones

born on **28 March 1989**.

PARENTING PLAN

By consent the parties agree:

Introduction

- a. That Mary Elizabeth Jones (Mary), born 28 March 1989, has a right to enjoy the love, care and affection of both her mother and her 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 Mary's self-esteem, social development, academic performance, Christian faith, personal empowerment, adjustment to and satisfaction with life, the management and treatment of her diagnosed condition of Asperger's Syndrome, and the development of positive and realistic interactions with both parents and the like.

1. Residence/Residence

- a. That the daughter of the marriage of Daniel Peter Jones and Vanessa Lee Jones, Mary Elizabeth Jones (Mary), born 19 February 1990, reside alternately, one week with Daniel and one week with Vanessa;
- b. That the commencement of each week (of residency) start on the Friday afternoon after school at the River Valley Primary School (No. 1234), Whites Lane, Riverview, New South Wales, with the residential parent meeting Mary at either her classroom at 3:30pm or subsequently at the After School program prior to 6:00pm;
- c. Where 'residential parent' is defined as "the parent with whom Mary is currently residing in terms of this parenting plan, particularly in relation to the alternate weekly residence" and 'non-residential parent' is defined as "the parent with whom Mary is not currently residing in terms of this agreement, particularly in relation to the alternate weekly residence";
- d. That a diary be jointly purchased, by Daniel and Vanessa, and used to maintain a record and notice of Mary's residency, activities, commitments, health and the like, and that that diary accompany Mary between her two homes;

- e. That Mary not reside for more than two days with a third party on behalf of either Vanessa or Daniel without the consent of the other parent, except in the case of a legally married spouse of either Daniel or Vanessa, in accord with the Marriage Act 1961 of the Commonwealth of Australia as amended, or as otherwise agreed for contact as specified in this parenting plan;
- f. That in the event of the death of both Daniel and Vanessa, it is intended that Mary reside with the family of one of Daniel's brothers (Alan Samuel Jones or Andrew Ross Jones) in the order outlined in this paragraph or as otherwise determined by them, and after consultation with Mary and due regard for her stated wishes, and that Mary not be excluded from contact with her maternal family;
- g. That there be scope for variation of Mary's time residing with either parent following agreement (preferably written agreement but not limited to written agreement) between both parents, and allowance for flexibility and goodwill in living arrangements, in order to maximise the attainment of Mary's best interests, on such other terms as agreed between both parents; and
- h. That this residency order commence on or before, but no later than, the afternoon of Friday 25 April 1997, with Mary residing with Vanessa for the week so commencing.

2. Residence/Contact

- a. That Mary reside alternately, one week with Daniel and one week with Vanessa, and have contact with the non-residential parent during the course of each week to allow for her participation in ongoing activities and arrangements, both current and new (such as swimming lessons, German language classes, family, social, music and sporting activities and the like);
- b. That the non-residential parent be entitled to be the primary provider of childcare for Mary, and be primarily offered the first option to care for her, when the residential parent requires care for her at any time, particularly in respect to occasions requiring overnight stays;
- c. That both Vanessa and Daniel encourage and facilitate Mary's contact with the non-residential parent via telephone calls, written correspondence, occasional non-scheduled visits and the like on a regular basis, and that each parent may initiate reasonable such contact with Mary;

- d. That Mary have contact with each parent for half of each school term holiday period and for half of the Christmas school holiday period of each year, subject to paragraphs (e) and (f) below, or other such arrangements as agreed between both parents;
- e. That Mary have contact with both Daniel and Vanessa on Christmas day for half a day each, with Mary spending the Christmas morning of 1997 with Vanessa and the afternoon with Daniel (with a change over at 2pm, or as agreed), and alternately in subsequent years, or other such arrangements as agreed between both parents;
- f. That Mary continue contact with her paternal grandparents (Peter James Jones and May Alice Jones, who currently reside on a farm at Bathurst, New South Wales) for a period of one week over the Christmas school holidays of each year, or other such arrangements as agreed between both parents;
- g. That Mary have contact with her maternal grandparents (Patricia Robyn Newman and Richard Henry Newman who reside in Epping, New South Wales) via ongoing and regular short term visits whilst with the residential parent, and that these visits include no more than seven full nights of residential care with them, either in their domicile or any other domicile, except as agreed otherwise after discussion between both parents;
- h. That consideration be given for Mary to have contact with the families of her cousins during school holidays, and at other times, as determined from time-to-time by the agreement of both parents;
- i. That consideration be given for Mary to attend camps during school holidays, and at other times, as determined from time-to-time by the agreement of both parents;
- j. That in the event of Mary's birthday occurring whilst she is residing with Vanessa then she shall, if her birthday occurs on a school day, spend three hours after school with Daniel, or, if her birthday occurs on a weekend or holiday, spend the morning with Daniel, or such other amount of time as agreed by Daniel and Vanessa. Wherever practicable a joint birthday celebration shall be organised at which both parents can attend and participate;
- k. That in the event of Mary's birthday occurring whilst she is residing with Daniel then she shall, if her birthday occurs on a school day, spend three hours after school with

Vanessa, or, if her birthday occurs on a weekend or holiday, spend the morning with Vanessa, or such other amount of time as agreed by Vanessa and Daniel. Wherever practicable a joint birthday celebration shall be organised at which both parents can attend and participate;

- l. That Mary shall spend a minimum of three hours with Daniel, or such other amount of time as agreed by Daniel and Vanessa, when Daniel's birthday occurs whilst Mary is residing with Vanessa, and that Daniel shall meet and return with Mary to Vanessa;
- m. That Mary shall spend a minimum of three hours with Vanessa, or such other amount of time as agreed by Vanessa and Daniel, when Vanessa's birthday occurs whilst Mary is residing with Daniel, and that Vanessa shall meet and return with Mary to Daniel;
- n. That Mary shall spend time with Vanessa on Mother's Day from 10:00am until 5:00pm, or such other amount of time as agreed between Vanessa and Daniel, and that if Mary is residing with Daniel, Vanessa shall meet and return her to Daniel;
- o. That Mary shall spend time with Daniel on Father's Day from 10:00am until 5:00pm, or such other amount of time as agreed between Daniel and Vanessa and that if Mary is residing with Vanessa, Daniel shall meet and return her to Vanessa;
- p. That travelling for the purposes of contact be shared equally between Vanessa and Daniel, and that in situations of both regular and ad hoc contact that this be primarily on the basis of the non-residential parent seeking contact being responsible for meeting and returning with Mary at the home of the residential parent, with, for example, Daniel returning Mary to Vanessa's residence on the Monday evening of Mary's residence with Vanessa, after German language classes, and Vanessa returning Mary to Daniel's residence on the Thursday evening of Mary's residence with Daniel, after swimming lessons, or otherwise as agreed;
- q. That in the event of illness and/or medical treatment of Mary, Daniel or Vanessa that Mary's place of residence be varied by agreement between Vanessa and Daniel to flexibly manage the situation for Mary's best interests;
- r. That consideration and allowance be made, as agreed by Vanessa and Daniel, for Mary to have contact on public holidays (eg. Australia Day, Moomba, Anzac Day, etc. commemorations and celebrations), Show Days and the like, with either or both parents, flexibly for varying amounts of time, regardless of residency, allowing for,

but not mandating, joint participation of both Daniel and Vanessa, and for ad hoc contact for special days and events, and family, party, and social activities and outings of either Vanessa or Daniel;

- s. That allowance be made, by prior agreement, for Mary to spend compensatory contact time with one parent in situations where she has spent additional time with the other parent; and
- t. 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.

3. Specific Issues

- a. That Mary reside alternately, one week with Daniel and one week with Vanessa, and that Vanessa and Daniel share joint responsibility for decisions involving Mary's long term care, welfare and development;
- b. That Daniel, in consultation with Vanessa, as required, have responsibility for the daily care, health and welfare, development of Mary during periods in which she is in his care;
- c. That Vanessa, in consultation with Daniel, as required, have responsibility for the daily care, health and welfare, development of Mary during periods in which she is in her care;
- d. That Daniel and Vanessa participate in and share equally and flexibly Mary's activities, in particular her health and schooling activities and programs, including her appointments with medical practitioners, dentists, counsellors and the like;
- e. That both Daniel and Vanessa be informed of all matters of Mary's care, welfare and development, including such matters as friendships and social activities, church attendance and religious activity, education, extra-curricular activities (such music, language and swimming) health and wellbeing and the like, and have the opportunity to maintain an active involvement and ongoing role in caring for Mary, particularly in regard to her diagnosed condition of Asperger's Syndrome, or other such diagnoses as from time-to-time may be under consideration and in view;

- f. That both Vanessa and Daniel encourage and facilitate Mary'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 Mary;
- g. That both Vanessa and Daniel be informed of, and have the opportunity to attend and participate in, the Program Support meetings conducted at Mary's school;
- h. That the non-residential parent be entitled to be the primary provider of childcare for Mary, and be primarily offered the first option to care for her, when the residential parent requires care for her at any time, particularly in respect to occasions requiring overnight stays;
- i. That both Vanessa and Daniel will keep each other informed (via the diary specified earlier in this document) of significant events occurring in Mary's life, in particular family, social, academic, health and medical, church, musical, sporting and the like;
- j. That Mary continue to attend, with each parent, a Christian church on Sunday morning and, if either parent is unable or unwilling to continue doing so, either in the short or the long term, then that non-attending parent will make arrangements for Mary to attend a Christian church with the other parent on the Sunday morning when Mary is residing with the non-attending parent;
- k. That changes of Christian belief and Christian church attendance, involving Mary, only occur after joint parental consultation and agreement, in writing, between both parents;
- l. That no major medical procedures or operations be undertaken in relation to Mary 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;
- m. That Mary be permitted to attend the funerals of her close relatives, such as her grandparents (including her great grandmother), parents, uncles, aunts and cousins as a matter of course, and of her wider family, such as her parents' uncles, aunts and cousins by agreement between both parents;
- n. That Mary continue to attend the River Valley Primary School until the completion of Year 6 at the end of 2001, with any variation occurring only after Daniel and

Vanessa have jointly discussed, agreed and affirmed their written consent to the change;

- o. That neither Daniel nor Vanessa relocate residence, in as far as this affects where Mary will reside and attend school, outside the Sydney metropolitan area or a distance of greater than thirty kilometres or thirty minutes travelling time in typical weekday non-peakhour traffic - whichever is the lesser, without providing the other parent with three months prior notice, unless the moving parent undertake and fulfil all transport for the purposes of residency and contact of Mary to the non-moving parent, so that neither Mary nor the non-moving parent are disadvantaged, unless otherwise agreed to and affirmed by the written consent of both parents;
- p. 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 Mary resides and can be met for and returned from contact visits and contacted by mail and telephone;
- q. That no significant costs or fees 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;
- r. That Mary's full name shall not be changed, either by common usage or legally, without Mary's agreement and the written consent of both Daniel and Vanessa, or until the attainment of Mary's eighteenth birthday;
- s. That Mary not be adopted by another person associated with either parent, nor anyone else, while both parents are living;
- t. That neither Daniel nor Vanessa take Mary out of the State of New South Wales without prior consultation and the consent of the other parent;
- u. That neither Vanessa nor Daniel seek to obtain a passport for Mary, nor take her out of Australia, without prior consultation and the written agreement of the other parent;
- v. That both Daniel and Vanessa have equal entitlement to and share all originals and copies of Mary'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 Mary until she is twenty one years of age, whilst allowing necessary access to both parents;

- w. That both Vanessa and Daniel agree to speak respectfully of one another with Mary, to encourage her to understand that both her parents love her and to not discuss parental relationship issues with her, 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 Mary's best interests, either with a mutually agreed counsellor or otherwise as directed by the Family Court of Australia;
- x. That in the event that issues arise concerning either parent's lifestyle, parenting style or other parent-related factors which may be detrimental to Mary's best interests that, after initial joint discussion, both parents attend joint counselling with the aim of resolving the issues in Mary's best interests, either with a mutually agreed counsellor or otherwise as directed by the Family Court of Australia; and
- y. 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.

4. Financial Issues

- a. That Mary's day-to-day expenses for clothing and footwear, primary school education, (including Before and After School Childcare, with these childcare costs subject to review and negotiated and agreed change should the circumstances of either party change), extracurricular tuition (such as piano and swimming lessons), medical, dental and counselling, social activities (such as outings, parties and presents) and the like be shared equally by both Daniel and Vanessa and paid for jointly, with consideration made for any child support paid by either parent (as outlined in paragraph (b) below), and that such expenditure be discussed and agreed beforehand, as much as is practicable, or such other similar arrangements, as discussed and agreed in writing, as from time-to-time shall come into existence and operate for Mary's provision and welfare;
- b. That where child support is paid by either Vanessa or Daniel, on Mary's behalf, either through the Child Support Agency or otherwise, and received from the Department of Social Security or otherwise, these monies shall, in proportion, be first used to pay

the day-to-day expenses outlined in paragraph (a) above, and then any other expenses incurred for Mary's provision and welfare;

- c. That, whilst Mary is eligible for a Child Disability Allowance, both Daniel and Vanessa have access to the Department of Social Security Health Care card issued on Mary's behalf, for the purpose of medical matters (eg. consultations, prescriptions, etc.) and to the funds, where required, for issues relating to Mary's health and welfare (eg. specialist appointments, counselling, etc.), and that equal sharing of any similar allowances or benefits occur as and when they are operable; and
- d. That financial issues be considered and exercised with Mary's best interests in mind, and with equity, flexibility and goodwill overall, and on such other matters 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 1997

Signed:

Father - Daniel Jones

Mother - Vanessa Jones

Signature of Witness

Signature of Witness

Printed Name of Witness

Printed Name of Witness

Father - Daniel Peter Jones

Mother - Vanessa Lee Jones