

AGREEMENT OF CESSION

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Entered into between:	
Name: Identity No.:	
Address:	("the Cedent ")
	and
Name: Identity No.: Address:	
	("the Cessionary")

WHEREAS the Cedent has a claim against the debtor (see paragraph 2 below), for monies lent in advance / goods sold and delivered etc in the amount of R \_\_\_\_\_\_ ("the Claim").

**AND WHEREAS** the Cedent has sold / donated / exchanged the right, title and interest in and to the said claim, to the Cessionary.





# AGREEMENT OF CESSION

### NOW THEREFORE IT IS AGREED AS FOLLOWS:

### 1. Cession

The Cedent hereby cedes, transfers and makes over to the Cessionary all right, title and interest the Cedent has in and to the said claim.

# 2. Authority

The Cedent hereby authorises the Cessionary to notify the debtor of this cession.

The name of the debtor is \_\_\_\_\_\_

The address of the debtor is \_\_\_\_\_\_

### 3. Warranty and liability for damage

It is hereby agreed that the Cedent does not provide any guarantee or warranty in respect of the validity of the said claim and shall not be liable to the cessionary for any damages sustained as a result of the said claim proving irrecoverable for any reason whatsoever; or in respect of any fees, costs or charges which may be incurred as a result of prosecuting the said claim.

### 4. Acceptance

The cession is hereby accepted by the Cessionary upon and subject to the terms and conditions of this agreement.

Signed and dated at \_\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_\_ in the presence of the undersigned witnesses.

### AS WITNESSES:

1.\_\_\_\_\_

Cedent

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

Cessionary

