

Agreement of Cession

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.

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:

Cedent

1. _____

Cessionary

2. _____