

FIGARIETM

YOUR ULTIMATE LUXURY EXPERIENCE

TERMS AND CONDITIONS

FIGARIE AIR

Quotations

- Quotations are valid for 7 days
- Subject to aircraft and crew availability
- Subject to exchange rate and fuel price fluctuations
- Please observe the luggage limitations
- Includes all taxes & fees
- Includes Meet & Greet service and Ground Handling assistance
- Includes catering & refreshments on board
- Smoking is not permitted on any of our charter flights

Confirmation

The Cost Includes:

- Crew, fuel and maintenance
- Crew accommodation (full board single room, including road transfer - min of 4 star SA Standard).
- Airport fees (landing, approach, parking)
- Passenger departure tax
- Handling fees
- Fuel surcharge
- Over flight and landing permits
- In-flight refreshments
- Should the final bill exceed what was quoted, the additional charge will be billed to the client accordingly

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The Cost Excludes:

- Airport after hour surcharge.
- Crew day room if waiting period exceeds 4 hours.
- Diversions in the interest of safety, weather or by client request.
- Exchange rate and fuel price fluctuations, Agent Royalties/Commission

Terms & Conditions

- Is aircraft specific and is thus subject to aircraft serviceability and availability.
- Is subject to exchange rate and fuel cost fluctuations.
- International charters are subject to the granting of flight clearances by the relevant authorities – a minimum of 72 hours is required in applying for the clearances (excluding weekends).
- This is a quote only, no bookings have been made.
- This quotation is valid for 7 calendar days from date of quotation.
- Terms & Conditions apply.
- E&OE
- Photographs may differ from the actual aircraft.
- Excludes operating costs of an unforeseen nature, operating costs incurred due to diversions for safety reasons or adverse weather conditions, Crew visas (if required), fuel surcharges above those ruling at Lanseria International Airport.
- Should there be any en-route changes or delays as a result of compliance with the requirements of international law or national legislation, you or your passengers changed requirements; un-serviceability of the aircraft beyond FIGARIE's reasonable control; safety of the aircraft, it's crew or passengers; any additional costs arising from such changes and/or delays (excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft) shall become payable by you in addition to the quoted price.
- **Payment:** A 25% non-refundable deposit based on the total quotation amount will be required on acceptance of the quotation.
- The balance of payment shall be made no later than 7 days (seven days) prior to departure by electronic fund transfer (EFT).

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Should you choose to cancel a confirmed charter flight, the following cancellation fees will be payable:

3 days prior to departure - 100% cancellation fee of the quoted amount.

21 days prior to departure - 50% cancellation fee of the quoted amount.

40 days prior to departure - 25% cancellation fee of the quoted amount.

- Smoking is not permitted on board any Charter or VIP flight.
- Passenger baggage is limited to 15kg's per passenger, in soft bags which may easily be loaded into the baggage hold. Baggage may be limited to less than this amount base on operational considerations.
- By accepting the Air Charter or VIP service, you acknowledge that all applicable health, exit, entry, tax, visa, customs and other legal statutory formalities have been complied with. These requirements are not FIGARIE's responsibility and must be in place prior to travel to South Africa. You hereby indemnify FIGARIE from any claims or damage which FIGARIE may suffer from the flight, howsoever arising and from any cause whatsoever (including but not limited to negligence).
- FIGARIE shall not be liable for any damages you and/or your passengers may suffer arising from delays due to compliance with the requirements of international law, national or subordinate legislation; you or your passengers changed requirements; un-serviceability of the aircraft beyond FIGARIE's reasonable control; safety of the aircraft, it's crew or passengers; any additional costs arising from such changes and/or delays (excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft) shall become payable by you in addition to the quoted price.
- Signature of this document shall (in the absence of any prior agreement to the contrary, signed by your passengers) whether personally or through the agency of yourself and FIGARIE, constitute a contract between yourself and FIGARIE and you acknowledge on behalf of your passengers (you hereby warranting your authority to give such acknowledgement on their behalf) that no contact will exist between your individual passenger and FIGARIE, notwithstanding the issue to them of a passenger ticket or not.
- As an Air Charter Originator, you acknowledge that any carriage covered by these terms and conditions, is/may not be performed by FIGARIE itself and that in issuing any quote FIGARIE is/may be acting on behalf of an undisclosed or unnamed principal carrier. You hereby exercise any and all contractual rights of election which may arise on your part as a result of the aforesaid in favour of any



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such principal and hereby waive any and all contractual and delictual claims against FIGARIE arising from or as a result of such carriage.

- FIGARIE reserves the right to utilise any sectors not used by the charterer.
- Should any terms of this document be at variance with any charter; aircraft operations management; air transport; operational services; or charter agreement already concluded and signed between yourself and/or your passengers and FIGARIE, the latter shall prevail over these terms.

FIGARIE ROAD OCEAN ACTIVITIES

Booking Confirmation and Deposit:

Provisional bookings will only be held for 14 days and if not confirmed in that time will be automatically released. A 50% deposit are required within 14 days of making a booking to secure the reservation.

The remaining balance is due within 48 hours prior to boarding.

FIGARIE reserves the right to release bookings should payment not be received by the requested date.

Cancellation policy:

Cancellation within 2 – 30 days prior to arrival, 50% of booking, will be levied.

Cancellations less than 48 hours prior to arrival, 100% of the booking, will be levied.

If a charter is cancelled due to adverse weather conditions every effort will be made to reschedule the charter for a date convenient to both the client and FIGARIE, alternatively any deposit or advance payment made by the client will be refunded in full.

Child policy:

Children of all ages are welcome on the vessels, however if they are minors under the age of 18, they are to be accompanied and supervised by the responsible adult.

FIGARIE master and crew cannot supervise and be held responsible for children on board.

Alcohol will not be served to children under the age of 18.

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General Policies:

- FIGARIE cannot be held liable for any damage to or loss of personal goods.
- FIGARIE reserves the right to charge for pilferage or damage to the vessel and/or its equipment and instrumentation.
- All passengers, once aboard the vessel, fall under the direct authority of the Master and Vessel Operators and undertake to comply with any requests and instructions issued to them by such persons. Failure to do so, at the Masters discretion, the charter will be terminated and full costs incurred to the guest/client.
- Passengers undertake, always, to respect the environment and will not intentionally pollute, damage or otherwise harm sea life and the surrounding environment.
- Every passenger will be required to sign an indemnity form.
- A 10% surcharge will be charged on Christmas, New Years Eve, New Years and Easter weekend.
- No third persons/adults or children sharing with parents are allowed in the cabins. (Maximum of 2 persons per cabin allowed and a maximum 8 persons per vessel.)
- Guests should board 15 minutes before departure and disembark no later than 15 minutes after the agreed disembarkation time.

FIGARIE ROAD TRANSFERS

- GENERAL Rates cycle is from 01 December to 30 November (Following Year). Annual rate increases, if applicable are effective as from 01 December.
- All rates are based as follows: For Johannesburg, on collection and drop off from Sandton/Westcliff hotels and it's surrounds unless specified differently on the route description. Additional charges for collection/drop off in areas outside of this may incur to additional fees.
- The additional charge is for the empty leg from Sandton to the pickup location in the applicable vehicle (see Zone Rates)
- For Cape Town, on collection and drop off from Waterfront Hotels and it's surrounds unless specified differently on the route description. Additional

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charges for collection/drop off in areas outside of this may incur to additional fees.

- The additional charge is for the empty leg from Waterfront to the pickup location in the applicable vehicle (see Point to Point Rates)
- Rates exclude entrance fees and lunch/meals for guests.
- Rates exclude accommodation for guests and driver and guides where applicable.
- Any extra cost incurred will be for the client's account.
- Rates are subject to change due to unforeseen increases such as fuel price and government levies and subject to your final detailed itinerary.
- Quotation and payments are done in South African Rand.

SERVICE OFFERING

- All transfer services include experienced chauffeurs and does not include a Tour Guide. Transfers where a Tour Guide is required will incur additional costs.
- Surcharge for guides on airport transfers
- English Speaking Guide – Please refer to Optional Extra's Guide
- Language Specific Guide – Please refer to Optional Extra's Guide
- All tours include a qualified English-Speaking tour guide. Language specific guides can be sourced at an additional fee and are subject to availability at the time of booking. Waiting time at Domestic arrivals is 1 hour (60 minutes)
- Waiting time at international arrivals is 1 hour and thirty minutes.
- An hourly surcharge for the appropriate vehicle applies for guests not making contact with drivers/emergency line because of plane delays or lost luggage.
- All dinner transfer services include the chauffeur which will drop and wait for the guests until the completion of dinner. Dinner transfer rates will be the 4 hour "Chauffeur Service" rate at for the applicable vehicle.
- Our emergency contact number are: +27 (0) 79 889 6981
- We do not undertake to commence or to complete the journey at any specified time, and shall not be liable in any way, whatsoever, for any total or partial failure to perform the contract by reason of any mechanical or other defects, breakdown, including any strike accident or any other causes or lockout, fire or act of God, or for any claims, damages or expenses arising from defects or failure as aforesaid, or any delays in starting, transit, arrival or return of any vehicles
- Any compensation to guests must be authorized in writing by the duty manager.

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- 2.11. Any deviation from the original itinerary must be authorized by the duty manager before the journey can continue.

Operational Region	Contact
Johannesburg	+27 (0) 79 889 6981
Cape Town	+27 (0) 79 889 6981
Durban	+27 (0) 79 889 6981

VEHICLES

- Passengers are requested to wear the safety belts were fitted and are not to leave any personal belongings in the vehicle where they can be seen by passers-by, and after the completion of the service. We cannot be held responsible for any losses.
- The costs are per vehicle per service. According to legislation for all touring options in a vehicle larger than a 7-seater, except the single axle Toyota Quantum a driver must be assisted by qualified guide when touring.
- Should the relevant vehicle not be available, we reserve the right to sub-hire the same or similar vehicle from another operator.
- Smoking and the use of alcohol is prohibited in the vehicle and no dairy product will be allowed on board.
- No beverages, excluding bottled water are included in confirmations and can be arranged if so requested and be billed back.
- No feet are allowed to be placed on the seats and dashboard.
- The client will be responsible for any damage to the vehicle and its fittings caused by the negligence of any passenger.
- Baggage and personal belongings are carried at owners' risk. We shall not be liable for loss/damage to luggage or personal belongings.
- No vehicle is authorized to travel on gravel roads unless prior authorization has been given in writing to the driver by Management.
- No additional kilometres will be operated other than those specified in the official itinerary or unless management has given proper prior authorization in writing to the driver.

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Standard Fleet Recommendations

Vehicle	Pax Airport Transfer	Pax P2P and Tours
E-Class (Luxury Sedan)	1-2 Pax	1-3 Pax
S-Class (Luxury Sedan)	1-2 Pax	1-3 Pax
Vito (Standard Minivan)	1-5 Pax	1-7 Pax
V-Class (Luxury Minivan)	1-5 Pax	1-6 Pax
V250 & V300 (Luxury Minivan)	1-5 Pax	1-6 Pax
Lux Quantum (Luxury Minivan in CT Only)	1-5 Pax (With Trailer)	1-5 Pax
Quantum (Minibus)	1-9 Pax	1-10 Pax
Range Rover (Luxury SUV in CT Only)	1-3 Pax	1-3 Pax
Sprinter (Luxury Minibus)	1-15 Pax	1-15 Pax
Super Lux Sprinter (Executive Minibus in CT Only)	1-6 Pax	1-6 Pax

LUGGAGE TRANSFERS & TRAILER USAGE

- FIGARIE frowns upon the usage of luggage trailers as it does not fit in with the profile and image of the brand.
- FIGARIE will not conduct any tours with luggage stored in vehicle or with luggage trailer in transit.
- An alternative to the luggage trailer is to book a luggage vehicle.
- Luggage vehicles are costed at the same rate of the Mercedes Benz Vito at the applicable rate.
- Luggage vehicles are limited to the luggage vehicle travelling in convoy with the passenger vehicle.
- Should there be a need for a luggage transfer, FIGARIE will assist with securing a reliable supplier however client will need to book these services directly with the supplier.
- Should it be required, trailers may be requested which will be subject to availability and may incur additional fees.
- FIGARIE accepts no responsibility for any loss or damage to luggage.

EXTRAS

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- R50 per person per movement will be paid on transfers for porters on request of the agent and billed back
- Surcharges for transfers outside our operating hours will be incurred as follows:
 - Transfers less than 80km
 - Transfers greater than 80km. Regional transfers where chauffeur / guide is required to overnight away from base, examples include:
- Sun City Transfers (transfers from hotel before 08:00am and after 16:30pm from the airport)
- Madikwe / Marataba Transfers (transfers from hotel before 09:30am and after 15:00pm from the airport)
- Shambala Transfers (transfers from hotel before 08:30am and after 17:00pm from the airport)
- Overland where chauffeur/guide is away from base for an extended period.
- All rates exclude entrance fees and lunch and can be added to the booking and billed back

ACCOMMODATION AND TRAVEL ARRANGEMENTS

1. QUOTATION

1.1 Quotations and invoices for South Africa are issued in Rand (ZAR).

1.2 Quotations and invoices for other countries are issued in US Dollars (USD).

1.3 If you do pay in a currency other than the invoiced currency, the currency conversion must be contracted at a rate of exchange determined by FIGARIE and all costs will be for your account.

1.4 All quotations are subject to accommodation availability at the time of the booking.

1.5 This is a quotation only and no booking is being held.

2 SUMMARY OF TERMS AND CONDITIONS OF CONTRACT

2.1 This Quotation is subject to our Standard Terms and Conditions of Contract and Privacy Policy, which will be made available to you, however for ease of reference, the following is a summary of the mentioned terms and conditions.

2.2 Please note that in the event of a discrepancy between the summary and the Standard Terms and Conditions of Contract the last mentioned will prevail.



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3 BOOKING TERMS AND CONDITIONS

- 3.1 Rates are nett and non-commissionable.
- 3.2 We have converted the total Price from ZAR to USD \$ as per the prevailing exchange rate on the date of the quote.
- 3.3 The quote is subject to change due to the fluctuation in the exchange rate, therefore we have to re-quote closer to the time.
- 3.4 Rates are subject to change without notice.
- 3.5 Accommodation rates are based on a shared basis (per person sharing). Single accommodation can be quoted when requested.
- 3.6 Airline terms and conditions will apply for Domestic & International flights, should we book on your behalf.
- 3.7 Bookings made with any of our suppliers have their own terms and conditions as well as cancellation policies, which may differ from the terms and conditions contained herein.
- 3.8 No refunds given for unutilized inclusions
- 3.9 Activities, tours and excursions are weather dependant.
- 3.10 FIGARIE reserves the right to release accommodation bookings held should payment not be received by the dates stipulated.
- 3.11 All items not mentioned in the quote are additional and for the client / guest's own account.
- 3.12 Please note that WI-FI connections at hotels or lodges are unsecured, therefore access to the internet is at your own risk.
- 3.13 FIGARIE is not responsible for the settling of bar bills, purchases, telephone calls, laundry, spa treatments or any items of a personal nature. This is for the clients own account and is to be settled prior to check-out.
- 3.14 Payment is strictly by EFT on confirmation of a booking.
- 3.15 The images, information and itinerary on the presentation is a guideline only. Subject to change.
- 3.16 A Covid 19 negative test result is required as well as complying with Government Regulations and Protocols when entering a destination.
- 3.17 We will allow the client to postpone their travel dates 45 days before arrival, where Covid 19 related reasons can be proven. The 25 % Non-refundable deposit will be retained for a future travel date.
- 3.18 E&OE

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4 TRAVEL INSURANCE:

4.1 Comprehensive travel insurance must be taken out by each traveller prior to confirming a booking.

4.2 Such insurance must be valid for the duration of your trip.

4.3 Guests must ensure that adequate and comprehensive travel insurance is in place which must cover the visitor/guest against all risks including but not limited to cancellation, curtailment and default, damage, delay, evacuation, medical treatment, hospitalization, illness, inconvenience, injury, loss, repatriation and theft.

4.4 FIGARIE is not liable for any of these events under any circumstances.

4.5 FIGARIE shall not be held liable for any Force Majeure events beyond it's reasonable control, including but not limited to acts of God, exclusions, flood, fire, accident, war or threat of war, sabotage or civil disturbance, the occurrence of which may result in the cancellation of travel.

4.6 Some areas which may be visited are remote and it is therefore vital that all guests are covered for emergencies and other unforeseen circumstances. Cardinal is not responsible or liable for any guest travelling without comprehensive insurance.

4.7 The applicable cancellation policy applies should a guest fail to start their journey or itinerary for any reason including airline delays or missed connections. Please ensure adequate travel insurance is in place for such an occurrence.

4.8 Travellers undertake all activities associated with their itinerary at their own risk and are responsible for their own insurance in respect of themselves and their property. We advise passengers to take out the relevant insurance. FIGARIE will not be liable if a client should fail to take comprehensive insurance cover.

5 PAYMENTS & DEPOSITS:

5.1 Provisional bookings will be held for 7 calendar days.

5.2 Bookings will only be confirmed upon payment of a 25% non-refundable deposit.

5.3 All bookings are to be accompanied by a signed and dated quotation and terms & conditions contract.

5.4 The balance of payment is due 60 days before date of travel.

5.5 Bookings confirmed 60 days or less before date of travel require payment to be made in full.

6 CANCELLATION POLICY:

6.1 Should any confirmed booking be cancelled, the following cancellation fees will apply: 6.1.1 90 days before departure: 25% non-refundable deposit is forfeited

6.1.2 60 days before departure: 50% of the price is forfeited

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6.1.3 30 days before departure: 100% of the price is forfeited

6.2 Amendments made to bookings within the cancellation period will attract the same fees as the above cancellation policy.

6.3 Amendments after documents are issued, regardless of how far in advance, are subject to a charge of 25% of the value of the booking.

6.4 FIGARIE reserves the right to cancel all bookings in which case a full refund of the total invoice amount will be made in full and final settlement of the matter.

6.5 FIGARIE recommends that all guests purchase additional adequate travel insurance to cover cancellations due to unforeseen circumstances. Cancellations must be received by FIGARIE in writing as an email.

7 MEDICAL CONSIDERATIONS & HEALTH

7.1 Please consult your medical practitioner or your preferred travel clinic to establish what precautions and/or vaccinations are required for the destinations you will be visiting, including but not limited to Malaria and Yellow Fever.

7.2 A Covid 19 negative test result will be required 72 hours or less when entering South Africa.

7.3 On arrival travellers will be required to download the Government Covid 19 App when entering South Africa.

7.4 The traveller acknowledges an awareness of the proposed itinerary and confirms that he or she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare the true nature of such conditions to FIGARIE before the commencement of the tour

7.5 The traveller acknowledges that he/she may be entering malaria-infected areas and acknowledges that he/she has been advised to take reasonable anti-malaria precautions.

8. ITINERARY ALTERATIONS – UNSCHEDULED EXTENSIONS/DELAYS

8.1 Once a hotel reservation has been confirmed, we reserve the right to substitute the hotel with a similar hotel.

8.2 In the unlikely event of there being an unscheduled extension to the holiday itineraries after departure, due to circumstances such a governmental action, flight delays, bad weather conditions or anything else beyond the control of FIGARIE, it is agreed that additional expenses incurred, will be for the account of the passenger / client. FIGARIE will not be liable for consequential damages of whatsoever nature or cause.



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8.3 FIGARIE strongly advises all clients to take out comprehensive travel insurance before confirming bookings.

9. REFUNDS AND UNUSED SERVICES

9.1 No refunds will be made for no-shows or any unused services.

9.2 Responsibility, Liability & Insurance

9.3 It is agreed that FIGARIE is independent of the local and international ground operators, airlines and service providers.

9.4 FIGARIE shall bear no liability whatsoever for any loss, damage, injury [fatal or otherwise], accident, delay or any other irregularity whatsoever, howsoever arising and from any cause whatsoever.

9.5 While FIGARIE endeavours to ensure that all the arrangements and services connected with a client's itinerary will be carried out as specified and/or efficiently, FIGARIE do not have direct control over the provision of services by the suppliers and shall bear no liability whatsoever for any fault, errors and omission (E&OE) of such suppliers.

9.6 The client agrees and confirms that FIGARIE will not be liable or responsible for any damages of whatsoever nature (including but not limited to any personal injury, death, loss of support and/or damage to property) that the client may sustain arising from any cause whatsoever, including but not limited to negligence.

9.7 The client further binds his/hers dependents, heirs, executors, administrators and assigns to the standard terms and conditions of the agreement and undertakes to indemnify and hold FIGARIE harmless from any and all claims (specially including but not limited to claims for personal injuries, loss or damage to property, medical expenses, funeral and related expenses) of whatsoever cause or nature which may arise by his/hers spouse, life partner, children and/or dependents who suffer any damages of whatsoever nature or cause, including but not limited to personal injury, death and or loss of support and or property damage;

9.8 The global pandemic has had a detrimental effect on many hospitality and tourism companies.

9.9 In the interest of transparency, FIGARIE would like our clients to please note the following regarding forward planning.

9.10 We take every care in recommending well established and luxurious hotels, safari lodges and related service providers when planning and designing personal programs and itineraries. Should a current suggested property or service provider be unable to fulfil a future booking, FIGARIE reserves the right to substitute these with a similar property or service of an equivalent standard.

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9.11 If this situation arises at all and a property or service provider closes down for economic reasons, we believe it will be an exception. FIGARIE will communicate such a development and immediately work on options in consultation with our client.

10 FLIGHTS (DOMESTIC OR INTERNATIONAL)

10.1 The ticket price is based on the number of passengers as advised in the proposed agenda for each component.

10.2 The ticket price may be affected should numbers of passengers increase or decrease.

10.3 Airfare and taxes are subject to daily fluctuation and change without prior notice.

10.4 Amendments to flights and name change will incur additional fee.

10.5 No flight reservation is being held.

10.6 All passengers need to present their passport for regional / international flights for check in purpose.

10.7 Airline terms and conditions, baggage allowance, fares and ticketing as well as deposit and cancellation policies will apply to the booking.

11 PASSPORTS, VISAS, VACCINATIONS & CHILD TRAVEL

11.1 It is the client's responsibility to ensure you and all those traveling with you have a valid Passport and any necessary Visas, that you comply with the necessary child-travel documents and have obtained any necessary Vaccinations to gain entry to any country you are visiting and to re-enter South Africa. Passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check Passport/Visa requirements with the Embassy or Consulate of the country you intend to visit and that you consult your GP or the Department of Health regarding health requirements.

11.2 FIGARIE accepts no liability whatsoever should you, or any member of your party, travel without the correct Passport, Visas or necessary Vaccinations. As a guideline, passports should be valid for 6 months after your scheduled return home. FIGARIE shall not be liable in any way if a guest fails to take the necessary medical precautions or obtain the necessary Visa, or if a guest is denied entry into South Africa for any reason whatsoever.



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12. AMENDMENTS OF THESE CONDITIONS

12.1 No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and FIGARIE.

13. JURISDICTION

The relationship and the agreement between the client and FIGARIE shall be governed by South African Law, subject to the jurisdiction of the South African Courts to the exclusion of all other jurisdictions.

BANKING DETAILS

Company: Figarie (Pty) Ltd
Bank: First National Bank (FNB)
Account no: 63037055357
Branch: FNB Pop Branch Del Mall@55
Branch Code: 210 641
Swift Code: FIRNZAJJ
Proof of payment: accounts@figarie.com
Reference: Invoice number
Proof of banking details attached

CONTACT INFORMATION

Email: hello@figarie.com
Telephone: +27 (0) 12 051 0717
Mobile: +27 (0) 79 89 6981
Website: www.figarie.com
Registration number: 2023/502931/07
VAT number: 4340316936
Registered physical address: 4 Caper Avenue, Eldoraigue, Centurion, 0157