



ELEMENT

Rate Card 2025

Vessel Hire

Peak Season

November – March (min. 4 hours) \$1,450 p/hr

Low Season

April – October (min. 3 hours) \$1,200 p/hr

Transfer Rate

Low season only (min. 2 hours) \$1,500 p/hr

Staff Fees

Wait Staff

\$350 each for a 4-hour charter and \$75 each per hour thereafter

Wait Staff Requirements

- 0 – 10pax 1 Waitstaff
- 11 – 20pax 2 Waitstaff
- 21 – 35pax 3 Waitstaff

Chef Fee

\$350 (+\$75 per hour thereafter) applies to all packages

Additional Fees

Wharf Fees

Per wharf \$50

Lilypad Included

Inflatable Slide Hire

Min 5-hour charter
(This fee is commissionable) \$3,300

Special Events

Public Holidays

Min 5-hour charter, no BYO \$1,800 p/hr

- + 25% surcharge applies on all food and drinks and 100% surcharge applies on staff fees

New Years Eve

7 hours, all inclusive. Max 35 guests \$55,000

Catering & Beverages

CATERING

Canapes

See menu from \$75pp

Kids Menus

See menu \$15pp

Buffet

See menu \$120pp

Formal Sit Down

For 8 inside / 6 outside Enquiry only

BYO Catering

\$200 flat fee

BYO Catering

With full kitchen use \$500 flat fee

BBQ use

For max 15pax Enquiry only

BEVERAGES

Luxury Package

Per hour \$18pp

Diamond Package

Per hour \$30pp

+ Spirits Upgrade

Per hour \$8pp

Soft Drink Package

Per hour \$5pp

Consumption Bar

Available in low season No min. spend

Cocktails

Minimum order of 40 \$22 each

BYO BEVERAGES

BYO beverages

(\$500 min spend) \$20pp

- NO BYO Thursday – Sunday through November and December
- BYO fee includes supply of ice, glassware and filtered tap water

BYO Conditions

- BYO drinks must be delivered to the boat at Jones Bay Wharf 1.5 hours before charter. A \$200 fee will apply for access to the vessel outside this time frame
- Absolutely no charter will be allowed to board with alcohol at the time of guest pick-up
- For charters with 10 pax or more, BYO provisions are to be collectively shared, not on individual per person tabs.
- No BYO in November and December (Mondays and Tuesdays will be considered)
- BYO surcharge of \$20 per person applies and includes supply of ice, glassware and filtered tap water
- BYO fee DOES NOT include tea or coffee, lemons/limes, and mixers.
- Any left-over alcohol from BYO charters may be taken off the boat when guests leave. If left onboard, it must be picked up the following day. If not picked up within 24 hours, it will be deemed unwanted and removed from the vessel.
- BYO Catering fee of \$200 applies, which includes reheating facilities only. For full kitchen use, a \$500 fee applies.
- BBQ use allowed for maximum 15pax, on enquiry only
- Chefs coming onboard from an external catering company will need to have public liability insurance

Wharves

The wharf options that are available for element are as follows;

- | | |
|---------------------|---|
| ● King Street Wharf | ● Aquarium Ferry Wharf |
| ● Woolloomooloo | ● Pirrama Park (Elizabeth Macarthur Public Pontoon) |
| ● Rose Bay | ● Mosman |
| ● Casino | ● Neutral Bay |
| ● Towns Place | ● Greenwich Wharf |
| ● Eastern Pontoon | ● Watson's Bay Wharf |
| ● Double Bay | |

Charter Terms and Conditions

The Charterer includes the Charterer's family, employees, agents and guests. In this agreement, unless the context otherwise requires, the singular includes the plural and vice versa, words denoting gender shall include all other genders. Children are defined as persons under the age of sixteen years.

1. Deposit:

- a. A 50% deposit is required at the time of booking to confirm the charter.
- b. Certain special occasions and public holidays including, but not limited to, New Year's Eve, Boxing Day, Australia Day and Weekends in December will require a 100% deposit.
- c. All payments are non-refundable unless otherwise indicated.
- d. Payment of the deposit indicates the Charterer's acceptance of the Terms and Conditions contained within this agreement, even if the agreement is not signed by the Charterer.

2. Final Payment:

- a. Payment of the balance of the Charter Fee is due a minimum of 14 days prior to the charter date.

3. Cancellation:

- a. All cancellations made within 90 days of charter commencement incur a loss of full deposit paid. All cancellations made outside of 91 days prior to charter commencement will have deposit or payments refunded less the administrative fee of \$500
- b. Any cancellations during November and December will incur a loss of full deposit paid.
- c. Any cancellations made during January & February, deposits are transferable only
- d. Cancellations must be confirmed in writing. Due to unforeseen circumstances, extreme weather conditions or accidents, we reserve the right to cancel any booking and refund any deposit or payments made.

4. Bond:

- a. A bond in the form of a credit card authorisation is to be paid prior to the commencement of the charter and shall be released within 7 days of the charter completion unless any of the following occurs:
- b. Loss of or damage to the vessels, its fittings or equipment, caused by members or guests of the charter group.
- c. An unreasonable amount of excess uncleanliness caused by members of the charter group.
- d. Unruly behaviour, by members of the charter group, to the extent that the Master, in his sole discretion and in the interest of the safety of the vessel, its crew and other passengers, decides that the charter must be terminated early.
- e. Gross misconduct by the Charterer or its guests.
- f. Cost recovery of damages caused by the charterer or its guests is not limited by the amount of the bond paid.

5. Limit of liability:

- a. It is a condition of the charter that the liability of C & D Charters, its servants, agents and sub-contractors is agreed to be limited in accordance with the Limitations of Liabilities and Maritimes Claims Act 1989.

6. Indemnity:

- a. The Charterer agrees to indemnify, and hold harmless, C & D Charters, its servants, agents and sub-contractors against any and all losses, claims, actions, costs (including legal costs), expenses, fees, damages and liabilities which C & D Charters may sustain or incur resulting from:
 - i. Any negligent act by the Charterer or members of the Charterer's group.
 - ii. Any damage, loss or theft of any property belonging to any Charter guest arising of the charter
 - iii. Any personal injury or death caused or contributed to by any negligent, reckless or wilful act or omission of the Charterer or members of the Charterer's group.
- b. The Charterer agrees to indemnify, and hold harmless, C & D Charters, its agents and employees, from and against any and all losses, claims, actions, costs (including legal costs), expenses, fees, damages and liabilities which C & D Charters may sustain or incur as a result of anything other than those listed above. The parties agree that the maximum liability of the Charterer under this Agreement (including any indemnities provided) is capped at AUD\$10,000."

7. Weather:

- a. Cancellation by C & D Charters for weather, safety or any other reason is at the Captain's discretion. In the unlikely event of cancellation, alternative dates suitable to both parties will be offered.
- b. If the weather is dangerous for boating, at the discretion of the Captain and C & D Charters, we will postpone and reschedule the charter. Rescheduled charters must be used within 6 months of the original booking date.
- c. Payments will still apply for wait staff, catering and wharf fees. If you choose not to rebook, then cancellation fees will apply.

8. Suitability

- a. It is acknowledged the charterer is satisfied with the suitability of the vessel for the charter period.

9. Extensions of Charter:

- a. The Charter period may, with the consent of the Captain, be extended by the charterer at any time, including after the commencement of the chartering period.
- b. Any extension will be subject to the terms of this agreement and the Charterer must negotiate the rate with the agent.

10. Availability:

- a. Should your chosen yacht become unavailable for any reason including inoperability, damage, safety or crew availability, C & D Charters reserves the right to substitute a suitable alternative vessel or where a suitable alternative vessel is unavailable a refund will be offered.
- b. C & D Charters shall have no further liability to the Charterer beyond the offered refund.

11. Captains Authority - Destination and Safety:

- a. It is agreed that the Charterer may determine the general movements, program and destination of the yacht within limits of this Agreement, but it is understood that the Captain is in full command.
- b. The Charterer and its guests agree to comply with all directions given by the captain of the vessel.
- c. The Charterer and its guests further agree to depend upon the Captain for safe navigation of the vessel, and at all times to abide by his/her judgment as to sailing, weather, anchorage, clearance, and the like.

12. Alcohol and Smoking:

- a. Responsible Service of Alcohol regulations apply. Any chartered guest intoxicated or appearing to be intoxicated may be refused alcohol service.
- b. The Captain reserves the right to refuse entry to anyone intoxicated at the time of embarkment.
- c. The use or consumption of illegal drugs by anyone using C & D Charters' facilities, property or yachts or boats, either ashore or afloat is strictly prohibited.
- d. The consumption of alcohol may increase the risk of injury and the Charterer accepts that risk. C & D Charters shall not be liable for any personal injury or death arising from or in any way related to the use or consumption of alcohol or illegal drugs.
- e. Upon application to the captain at the time of charter, smoking is allowed when the vessel is at anchor and only on the swim platform.

13. Misconduct:

- a. C & D Charters and the vessel's captains reserve the right to immediately terminate the Charter should the Charterer or its guests engage in gross misconduct.
- b. The following circumstances will amount to gross misconduct:
 - i. Physical violence or Verbal abuse between passengers or directed at the crew or other members of the public;
 - ii. Urinating over the side of the vessel;
 - iii. Polluting into the harbour;
 - iv. Engaging in sex acts or other sexualised behaviour in public;
 - v. Use, consumption or distribution of illegal substances;
 - vi. Wilful damage of the vessel or other property belonging to C & D Charters;
 - vii. Jumping from the vessel while moving

14. Maximum Number of Guests:

- a. The Charterer shall not, at any time during the charter period, exceed the maximum number of persons stated on this agreement (excluding crew) to sleep and eat on board the yacht.

15. Children:

- a. Where children are taken on board, the Charterer will be fully responsible for their safety, conduct and entertainment and no member of the crew shall be called upon in anyway to be responsible for their safety, behaviour or entertainment.

16. Swimming:

- a. If the Charterer has arranged swimming as part of the itinerary and advised C & D Charters ahead of charter, and C & D Charters has provided a suitable location, all guests entering the water do so at their own risk.
- b. C & D Charters shall not be liable for accidents, injuries or death due to: swimming; windsurfing; paddle boarding; the use of the yacht's tender and outboard engine; or the use of any equipment provided by C & D Charters including, but not limited to, jet skis, sea bobs, water slides, splash matts, snorkels, masks, fins or scuba equipment whether supplied or otherwise.

17. Governing Law:

- a. This agreement shall be governed by and construed in accordance with the law of New South Wales and the parties submit to the exclusive jurisdiction of the courts of that State.