1. The completed application for shares documents and these terms and conditions comprise the contract of sale for a 2016 community share offer cask between Glenwyvis Distillery Ltd (‘we’ and ‘us’) and a customer (‘you’ and ‘your’).
2. To comply with the UK warehouse owners and warehouse goods regulations (“WOWGR”) you are required to conﬁrm that you are a private individual purchasing the ﬁlled cask for private consumption or gifting and that the ultimate bottled scotch whisky produced from the cask purchased will not be sold or traded for proﬁt. your completion of the purchase form will be deemed by us to be your conﬁrmation of WOWGR compliance.
3. Your cask will be ﬁlled with new make spirit at the distillery and will contain approximately 64 litres at a ﬁlling strength of circa 63% abv.
4. Your cask will be individually marked with the year of distillation, cask number and your own name or other mark speciﬁed by you and which is reasonably acceptable to us.
5. Once the cask has been ﬁlled you will be sent a certiﬁcate of ownership. you will then be deemed to have taken title to the cask.
6. The cask price includes all warehouse insurance and rent for a minimum period of 3 years and a maximum period of 10 years from the date when it is ﬁlled and also regular inspection of the cask for signs of leakage during that time. It further includes the costs of repair to any cask which is leaking and the replacement of any spirit lost as a result of that leakage, but does not include spirit lost due to natural evaporation.
7. The cask price includes the cost of taking a 100ml sample of spirit from each cask on the fourth, seventh and tenth anniversaries of the cask ﬁlling date for quality control purposes which will be sent to you for your own analysis.
8. The cask must remain in our warehousing arrangements throughout the spirit maturation period which will not be less than 3 years. If you wish to retain the cask in our warehouse for longer than 10 years then the cost of warehouse insurance and rent, and UK HMRC compliance administration after the 10 year period will be your responsibility and intimated to you at that time. Sampling and cask repair will then be chargeable and we will not replace spirit losses which may occur nor spirit in your cask which has not matured to the quality standard expected by us. You may choose to bottle the contents of the cask in one or two stages.
9. The cask price includes the cost of the cask. the cask will become your responsibility to remove from our warehouse at the end of the maturation period and subsequent disgorging. We will be happy to discuss other options with you at that time including a possible re-purchase of your cask or re-ﬁlling with a fresh batch.
10. Bottling must be carried out by us at through our facility arrangements. The bottling will be carried out without chill-ﬁltration or the addition of any colour. You will have the choice of bottling at cask strength or 46% abv. bottling and delivery will be charged extra and the costs intimated in advance, at the end of the maturation period and prior to bottling.
11. It will be possible for an extra charge to bottle your cask in two stages to obtain the beneﬁt of two levels of maturation.
12. UK duty and VAT may be payable after bottling, depending upon the ﬁnal destination of the bottled product.
13. Labelling and packaging details will be agreed in advance of bottling by us with you and must comply with all scotch whisky legislation and any other relevant legislation pertaining at the time. The label and packaging will record that the product has been distilled, matured and bottled at the distillery and the label will be personalised to you but will otherwise not carry any other reference to our intellectual property.
14. As part of the maturation process, natural evaporation and subsequent loss of spirit from the cask will occur. A benchmark evaporation rate for bourbon barrels of 2% per annum is normally allowed for. However, the size of the cask, cask location, ﬁlling strength and length of maturation can all affect this rate of loss. Therefore, we give no guarantee of the amount of spirit remaining in the cask at the end of the maturation period.
15. You must notify us immediately of any change to your address or contact details. In the event that we are unable to contact you on the expiry of 10 years from the date when the cask is ﬁlled, we reserve the right to sell the cask and the spirit and to hold the proceeds on your behalf after deduction of sale costs and any other costs which we may have incurred from warehousing the cask for a period longer than 10 years.
16. Cask samples, in addition to the 3 speciﬁed in condition 7, can be purchased, up to a maximum of 1 in any particular year. Costs for this service can be obtained by contacting the distillery. Given advance notice, a sample can be taken free of charge during a visit by you to the distillery, up to a maximum of 1 in any particular year.
17. Replacement or additional certiﬁcates of cask ownership can be obtained for an additional charge. Cost for this service can be obtained by contacting the distillery.
18. Your rights under this contract of sale may not be transferred or assigned to a third party without our consent in writing. This contract of sale is governed by Scots law and you and we agree to and accept the exclusive jurisdiction of the Scottish courts in respect of any matters arising from it.
19. Duty is the charge made by HMRC based on the percentage of pure alcohol. The current rate in the uk is £27.66 per litre of pure alcohol (valid at 16/04/16). This is £106.88 per case of 12 bottles (70cl) at 46% alc. vol. UK VAT is currently 20%. This is charged on the purchase price of the whisky as adjusted for relevant storage, insurance, bottling and duty costs payable by the purchaser. Both duty and VAT are due after the cask has been bottled and the ﬁnished goods are removed from the bonded warehouse. Taxes are subject to change by the uk government. Various different rates of duty apply throughout the EU and the rest of the world.
20. If the whisky is exported under bond, duty and VAT can be suspended (but not avoided) subject to the exporter being registered for both duty and VAT, and being registered as a bona ﬁde exporter. Duty and VAT would be payable in the country of ﬁnal destination at the rates prevailing in that country at that time. It is up to the cask owner to ﬁnd a suitable importer in the destination country and to arrange the export but Glenwyvis Distillery Ltd may be able to assist with this. Please note it is the responsibility of the cask purchaser to be aware of all regulations prevailing in their country of residence regarding the importation of alcohol plus any issues regarding labelling.