



TERMS & CONDITIONS

Dunphail cask sales of new spirit

The completed, signed Dunphail Distillery Terms and Conditions comprise the contract of sale for a Cask ("Cask") between Dunphail Distillery Ltd, Wester Greens Dunphail, Forres Moray, IV36 2QR a company registered in Scotland under company number SC712327 (also referred to as "we, our or us") and our Customer whose (also referred to as "you or your").

Dunphail distillery has a limited number of casks which are available to private individuals. These will be sold on a first come first served basis.

Payment

Will be due immediately to avoid the risk of this offer being passed on as it is on a first come first served basis. Payment will include your spirit, warehousing, insurance, and use of oak cask for a 10-year period. The cost of casks vary based on the size of the cask and the utilisation of peated or unpeated spirit. A further payment for bottling, labelling, delivery plus value added tax (VAT) at the prevailing industry rates will be due when the spirit is ready and must be paid prior to bottling.

Ownership

Casks are only available for sale to individuals or small groups. We will require a single point of contact who is of legal age to drink alcohol, and who will be the legal owner of the cask. A valid email address must be supplied for future correspondence between Dunphail distillery and the cask owner.

Transfer of ownership

Ownership is not transferable without prior permission from Dunphail Distillery except in the event of the death of the cask owner. Should your cask become available for sale, Dunphail Distillery has first right of refusal to purchase at a fair market value. Thereafter, ownership can be transferred to another single, named individual, with our approval.

Cask filling

Dunphail Distillery is currently in the build phase. We expect the distillery to be in full production by 2023 and plan to fill private casks three months after full production has commenced. Please note that there is a risk that this could take longer due to unforeseen delays in funding, building, and the commissioning of the distillery. We would advise against cask purchase if a potential delay would prove to be unacceptable to you.

Casks and contents

Depending on your selection, the cask will be filled with either unpeated or peated new make spirit at a filling strength of 63.5% ABV. The nominal cask sizes are 125 and 200 litres, but each cask capacity will vary, and we cannot guarantee the final quantity of spirit that the cask will hold. The cask itself will remain the property of Dunphail Distillery.

Angels Share

Typically around 2-3% of each cask contents evaporates each year (the Angels Share), but this can be more. Whilst this occurs, typically, the alcoholic strength will decrease over time. Please note that each cask is unique and both the evaporation and final ABV will vary from cask to cask.

Warehousing

Casks will be stored onsite at Dunphail Distillery for their entire period of maturation.

Cask visits

You are welcome to visit your cask annually at a mutually agreed time. We require a minimum of 4 weeks' notice to prepare any cask samples for collection, and to host you.

Visits and sampling will only be available at certain times of the year and there will be occasions when visits are not possible due to production schedules or planned distillery works.

If you wish to request a sample to be sent to you this will incur a charge based on standard rates at the time and include UK taxes and postage and packaging. Please contact us directly via info@dunphaildistillery.com as postage, packing and custom changes will vary. Please note that samples are limited to 1 x 100ml per year, per cask.

Damage to casks

Should a cask become damaged or leak, Dunphail will replace the cask with a similar cask type filled as close as possible to the original cask fill date.

Storage and insurance

A 10-year storage and insurance policy are included with each cask purchase. Further charges beyond this period will apply on an annual basis and will be charged at the current rate at that time. Dunphail

holds insurance for all its maturing stock and will insure your cask under this wider policy. All casks are stored in bond, on-site at Dunphail Distillery. Casks cannot be moved to 3rd party warehousing.

Bottling

Bottling strengths will vary from 46% to natural cask strength. Bottles will not be chill filtered. All casks will be bottled with their natural colour. We require a minimum of 3 months' notice before bottling, to allow for locality labelling and tax stamp requirements. Cask owners will not be allowed to bottle and release their cask until Dunphail Distillery has released its first unpeated single malt whisky, and its first peated single malt scotch whisky. Casks must have been matured for a minimum of 5 years for Quarter casks (125 litre) and 7 years for full size casks (200 litre). One bottle from every cask will be 'gifted' to Dunphail Distillery for our archives.

Notice and labels

We require three months written notice to schedule the bottling, labelling and to arrange the payment of the necessary fees and duty for your cask. The contents of the cask will be bottled by Dunphail Distillery Ltd under the company's control and supervision following agreement on the labelling and packaging (including legal requirements, content, logos, and nomenclature) to be used. We will have a standard label with some elements that can be personalised by the cask owner. Please note that Dunphail Distillery has final say and sole discretion relating to any labelling and packaging matters.

Delivery and collection

Delivery costs are not included in the cost of your whisky and will be charged at standard rates at the time of bottling. Bottles can also be collected from the distillery by prior arrangement at a mutually agreed time. All collection costs are the responsibility of the cask owner.

UK taxes

Excise duty is payable based on the percentage of pure alcohol in your cask at the time of bottling. The current UK rate is £28.74 per litre of alcohol and the UK Value added tax rate (VAT) is 20%. These rates are current as of November 2021 and are subject to change. VAT is charged on the purchase price of the whisky and the excise duty rate at the time of removal from our bonded warehouse. Excise and VAT are not payable if you sell your cask to Dunphail in bond.

Export

Single malt scotch whisky can only be exported outside of Scotland in bottle form. If it is exported under bond, Duty and VAT can be suspended, but not avoided, subject to the exporter being registered as a bona fide exporter. Duty and VAT would be payable in the country of destination and subject to that country's Duty and VAT rates at the time. It is the responsibility of the cask owner to find a suitable importer, but we may be able to assist if we have an importer in the country at the time. It is the responsibility of the cask owner to be aware of all taxes and regulations within the country into which they are importing the goods.

Change of address

You must inform us immediately by email of any change of address or contact details. This will be confirmed by Dunphail Distillery and the change will not be deemed to have taken place until you have received such confirmation from us. If we are unable to contact you within 12 months of the expiry of 10 years from the date when the cask was 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.

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 signing of these cask terms & conditions will be deemed by us to be your confirmation of WOWGR compliance. If you are a registered HMRC revenue trader, please contact us directly.

Law

This contract of sale is governed by Scottish law and both you and we agree to accept the exclusive jurisdiction of the Scottish courts in respect to any matters arising from it.

Liability

Nothing in these terms shall exclude the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, or any other liability which may not be excluded by applicable law. Subject to this and otherwise provided in these terms, we shall not be liable for any form of indirect, special, or consequential loss whatsoever or howsoever and our entire liability under this contract of sale shall be limited to an amount limited to an amount equal to the price of a cask.

