

Glenglassaugh Distillery Company Ltd Octave Cask 2012 Terms and Conditions of Sale

1. The completed, signed and countersigned Octave Cask 2012 Order Form and these Terms and Conditions comprise the contract of sale for an Octave Cask 2012 ("Cask") between Glenglassaugh Distillery Company Ltd (also referred to as "we, our or us") and a Customer (also referred to as "you or 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 signing of the Octave Cask 2012 Order Form will be deemed by us to be your confirmation of WOWGR compliance.
3. The Cask to be filled with Glenglassaugh New Make Spirit at a filling strength of 63.5% alcohol by volume (abv) is an Octave which holds around 50 litres. The history of Octave Casks is that they are oak casks specially constructed from staves of larger casks which have had at least one fill of Scotch Whisky subsequently.
4. Each Cask will be individually marked with the Glenglassaugh distillery name, year of distillation, unique identification number, and your own name or other mark specified by you and which is reasonably acceptable to us.
Once the cask has been filled then a certificate of ownership will be sent to the registered owner. If additional certificates are required then these can be purchased as an extra item.
5. The Cask price includes all warehouse insurance and rent, and UK HMR&C compliance administration for a minimum period of 3 years and a maximum period of 7 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.
6. The Cask price includes the cost of taking two 50ml samples of Spirit each year from each Cask throughout the period of maturation for quality control purposes. One sample will be retained on site and the other will be sent to you for your own analysis.
Should the sampling show that the spirit in your Cask has not matured to the quality standard normally expected by us, we will replace the contents of the Cask at our cost. One additional sample can be purchased in any year which will incur an additional charge. The price for this will be provided on request.
7. The Cask must remain in our warehouse throughout the Spirit maturation period which will not be less than 3 years. It will normally be bottled after 3 years and on or before 7 years have expired. If you wish to retain the Cask in our warehouse for longer than 7 years then the cost of warehouse insurance and rent, and UK HMR&C compliance administration after the 7 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.
8. The Cask price includes cost of transport to our own bottling facility. If you specify another bottling facility (where bottling must take place immediately) then this will incur additional charges which will be notified to you at the time
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.
10. 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. UK Duty and VAT may be payable after bottling, depending upon the final destination of the bottled product.
12. 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 (unless bottled elsewhere when the bottling reference will be omitted) but will otherwise not carry any other reference to our intellectual property.
13. As part of the maturation process, natural evaporation and subsequent loss of Spirit from the Cask will occur. A benchmark evaporation rate for Octaves of up to 4% 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.
14. 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 7 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 7 years.
15. 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.