



DEERNESS
DISTILLERY

CRAFTED IN ORKNEY

FIRST RELEASE

CASK PROGRAMME

Meet the Future of Orkney Whisky

We are Stuart and Adelle Brown, proud owners of Deerness Distillery, located in the beautiful Orkney Islands.

Excitingly, we are expanding our award-winning spirits distillery to include whisky production, applying the same hands-on approach to craft unique and exceptional whisky. We can't wait for you to join us on this exciting journey and allow us to share our passion for handcrafted whisky with you.





Orkney's first whisky distillery in 138 years.

Welcome to Deerness Distillery, where we are proud to be Orkney's first whisky distillery in 138 years. As a family-owned business, we are dedicated to crafting exceptional, innovative single malt whiskies that will leave a lasting legacy.

Our distillery is located in the ruggedly beautiful Orkney Islands, where the maritime climate provides the perfect environment for whisky production.





Our Casks

We are excited to offer an early release cask programme, where you can own one of the first **200 casks** of our unique, hand crafted whisky. By investing in our cask programme, you are not only supporting a local, family-owned business, but also becoming a part of the whisky making process and owning a piece of whisky history.

OUR LIQUID

Our whisky is made using the finest ingredients and distilled with precision to create an exceptional flavour profile that is unique to Deerness Distillery.

OUR PROFILE

We use a moderately peated malt spirit that gives our whisky a rich, smoky flavour that's perfectly balanced with hints of sweetness and spice.

OUR CASKS

We use first-fill ex-Bourbon Casks and first-fill ex-Sherry Casks. Each cask is one-of-a-kind, with its own unique characteristics that will develop over time.

We invite you to join us on our adventure and become part of our whisky family. By owning one of our limited edition early release casks, you will be supporting our expansion and contributing to the legacy of Deerness Distillery.

Our Vision

Our vision is to craft an exceptional Scotch Single Malt Whisky that is unmistakably Orkney in both character and provenance. Using the finest Scottish and locally grown Orkney grains, combined with the purity of Orkney's crystal-clear water, we honour the island's natural bounty from the very beginning of the journey. Distilled in traditional direct-fired copper stills, our spirit develops a depth and richness that reflects time-honoured craftsmanship. As it matures beside the sea, the coastal air and ever-changing maritime climate gently shape every cask, creating a whisky with remarkable complexity and a true sense of place. Rooted in an island renowned for centuries of whisky heritage, our ambition is to produce a Single Malt that captures the wild beauty, enduring traditions, and unmistakable spirit of Orkney in every sip.



Our ambition is to work with the local farmers and producers to source the best grains, peat, and other local resources to create a unique, boutique Orkney whisky that has never been tasted before. Expanding our small family distillery will allow us to prepare for our entry into the whisky market and further grow our business.



We have created a new destination distillery that will educate visitors on the unique history of Orkney and celebrate the 'water of life' while offering them a memorable experience with the owners and distillers. Our visitor tour experience will not only encompass whisky but also tell fascinating stories of Orkney and showcase the rugged beauty of the island.



Our new buildings house state-of-the-art whisky equipment, a tasting room, and a cafe that offers stunning views across the rugged, yet beautiful North Sea. Our vision is to create a welcoming space that provides visitors with an immersive experience, complete with tastings, tours, and cultural insights.

We believe that no trip to Orkney would be complete without visiting Deerness Distillery, and we are excited to share our unique, handcrafted spirits and extend a warm, family welcome to everyone who comes to visit us.





Cask types and prices

Each cask is unique and imparts its own distinct flavour. You can rest assured that your cask will benefit from the experience of our master distiller, using only the finest Orkney pure water sourced from our private well on site. When you purchase a cask from Deerness Distillery, you are acquiring a truly unique and exceptional product.

WHAT ARE OUR CASK TYPES?

FIRST-FILL EX-BOURBON (ASB 200L)	£4,750 (EX VAT)
FIRST-FILL EX-SHERRY (HOGSHEAD 250L)	£5,000 (EX VAT)

WHAT ARE THE BENEFITS OF BUYING A CASK?

Upon buying one of Deerness Distillery's 200 inaugural casks, you will benefit from the following:

Become one of our founding members and enjoy exclusive offers and discounts on casks, first edition bottles, and more.

Receive a cask certificate, hip flask and two whisky glasses as gifts.

Optional 100ml bottle of your whisky from the 3rd anniversary onwards (additional charge applies).

Please note that prices quoted are per cask under bond, and exclude bottling fees, duty & VAT, lying in warehouse. The term "First Fill" indicates that these casks have never been used before to mature Scotch whisky, and thus will have a greater influence on the spirit's flavour and colour.





How to purchase a cask

To purchase a cask, take advantage of our simple, five step process:

1. Choose between ex-Bourbon or ex-Sherry cask types.
2. Complete the order form and sign the terms and conditions.
3. Send the completed form via post or email to whisky@deernessdistillery.com
4. We will contact you to take payment via telephone or email you a secure link to pay.
5. You will receive a payment receipt and a copy of the agreed terms and conditions via email or post.
6. As a founding member we will then send you your member gifts for purchasing a cask.

THE INS AND OUTS OF OWNING A DEERNESS DISTILLERY CASK

STORAGE & INSURANCE

A 10-year storage and insurance charge from the date of filling is included in the purchase price; further charges will be made thereafter on an annual basis which will be charged at the current rate at the time. The Company will insure your cask under its group policy. Casks are stored with other Deerness Distillery stock at one of our warehouses. Please note it is the responsibility of the cask owner to advise the company of any changes of address in order that storage and insurance is kept up to date.

PAPERWORK

- Please direct all correspondence regarding the purchase of casks to **Whisky Manager, Deerness Distillery, Newhall, Deerness, Orkney, KW17 2QJ**.
- If you have any questions, please email whisky@deernessdistillery.com
- If you wish to order a cask, please print and complete the attached form and return via post or email.

SAMPLES

There is a limit of 1 x 100ml sample per year per cask (after 3 years once it officially becomes a whisky) at the discretion of the Master Distiller. 100ml samples are charged at £50, exclusive of VAT and any other taxes levies or other costs which may apply. Any additional local customs and taxes that are applicable will be the responsibility of the cask owner and any taxes, levies or other costs incurred in the production, incurred by Deerness Distillery will be charged back.

STRENGTH

The master distiller recommends bottling at 46% Alcohol by Volume (ABV) as this negates the need for chill filtration, but whisky can be bottled to a legal minimum of 40% ABV. The whisky can also be bottled at cask strength (between approximately 55% and 60%, depending on the age of the whisky). The cask will yield fewer bottles and be subject to higher duty rates if the whisky is bottled at cask strength.

ANGEL'S SHARE

Approximately 2-3% of the cask contents evaporate per year (the so-called 'Angels' Share'); at the same time the alcohol strength decreases. There may be spillage when the contents of the cask are bottled but this should not exceed 1% of the total volume. Please note, the evaporation rate of each cask will vary, and the losses may be higher than outlined above.

NUMBER OF BOTTLES

This depends on a number of factors such as maturation rate, age of the whisky, etc. On a very approximate basis, you should assume that a hogshead (250 bulk litres), bottled at 46% alc. vol., in 70cl bottles, after 10 years would yield 360-380 bottles and a barrel (200 bulk litres) would yield 280 bottles.

FURTHER WAREHOUSING

The distillery may be able to bottle part of a cask and store the remainder on premises, depending on space at the time. Further warehousing will incur additional costs, such as insurance and warehousing.

BOTTLING & BUY BACK PROCESS

After the minimum 10-year period, there are the options available to bottle your whisky, continue its storage (Further Warehousing) or offer it to Deerness Distillery to buy back (the distillery is however not obliged to buy back). All options allow you to have the experience of owning and sampling the maturing liquid (after 3 years). Bottling and further storage costs are set out in our terms and conditions.

Bottling must be carried out by us or our approved bottling partner(s). These will be subject to change over the course of the whiskies' maturation time. We recommend bottling at 10 years of age but the whisky can be left to mature for longer at an additional cost. Once you inform us of the desire to bottle, we will schedule with you the movement of the cask from warehousing to the bottling facility.

LABELLING

Deerness Distillery have registered the rights to the names 'Deerness Single Malt', 'Deerness Malt' and 'Deerness Distillery' worldwide, it is not possible to use these names for the bottling of private casks. 'Single Malt, produced by Deerness Distillery, Orkney' is acceptable. We ask cask owners to discuss the labelling with us by the distillery prior to labelling. Only pre-approved labels and bottles can be used and must be signed off by the management team at Deerness Distillery ahead of bottling.

TRANSFER OF OWNERSHIP

You must seek our prior written agreement to any proposed transfer of ownership. Please refer to our terms & conditions.



TAXES AND DISTRIBUTION

DUTY & VALUE ADDED TAX (VAT)

Duty is the charge made by HM Revenue & Customs based on the percentage of pure alcohol. Duty and VAT are currently payable after bottling when whisky is released into the UK from the bonded warehouse. The current rate in the UK is £33.99 per litre of pure alcohol (valid at April 2026). This is £131.34 per case of 12 bottles (70cl) at 46% alc. vol. UK VAT is currently 20%. 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.

EXPORT

As of 23rd November 2012, Single Malt Scotch whisky by law (Scotch Whisky Regulations 2009), can only be exported from Scotland in bottled form, labelled for retail sale. 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 the bottling plants 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. Please see terms and conditions for further information.

CAPITAL GAINS

For UK tax payers, UK Capital Gains Tax is not applicable, as whisky is regarded as a "tangible", "moveable" and "wasting asset". Whisky purchased in cask for personal use, as gifts for family, godchildren, and friends, etc. would therefore be exempt from Capital Gains Tax on realisation of the asset. We strongly advise seeking your own independent advice from a tax or accountancy expert to ensure all Capital Gains Tax implications are understood and considered. Deerness Distillery have no liability for any assumptions made on this matter.

WOWGR

For the purposes of the UK Warehouse Owners and Warehouse Goods Regulations ('WOWGR'), the Customer must confirm that they are a private individual and not a revenue trader. By your acceptance of our cask offer, you confirm that this is the case. Any change to this can only be obtained with prior permission of the Company and on the basis that all relevant statutory requirements are met by the Customer.

PRICE CALCULATION

For your convenience, please find below a model calculation at current rates, which gives you an idea of the total costs for an ex-Bourbon, bottled in 10 years' time at 46% alc. vol., in 70cl bottles: Equivalent price per bottle = £39.51 To this you have to add the transport and handling to the delivery address and the cost of the labels, stoppers and other embellishments.

Prices correct at 1st January 2026—Subject to change

PURCHASE PRICE

First Fill ex-Bourbon

including 10 years storage and insurance

£4,750.00

Bottling Charge

(approx. £29 x 30 cases of 12x70cl) Cask removal charge*

£870.00

Transport to bottling facility & documentation

£150.00

Duty On estimated yield of 116 L.P.A

@ £33.99 per litre

£3,942.84

Sub-total

£9,712.84

VAT on above @ 20%

£1,942.57

Total

£11,655.41



Deerness Distillery Cask Order Form 2026

TITLE: _____

FULL NAME: _____

ADDRESS: _____

POSTCODE: _____

EMAIL: _____

TELEPHONE: _____

I would like to purchase the following cask(s) of Deerness Distillery Whisky

CASK:	PRICE EACH	QTY	TOTAL COST (£)
FIRST-FILL EX-BOURBON (ASB 200L)	£4,750 EX VAT		
FIRST-FILL EX-SHERRY (HOGSHEAD 250L)	£5,000 EX VAT		

How did you hear about us? (please tick)

Social Media ☐ Word of Mouth ☐ Newspaper/Magazine ☐ Search Engine/Online ☐ Other ☐

I confirm that I have read and understand the terms and conditions set out in pages 14 to 16 (please tick) ☐

I wish to sign up to the Deerness Distillery Newsletter (please tick) ☐

DISCLAIMER: In applying to purchase this/these cask(s), I confirm that I have read and understand the terms and conditions and confirm that I am of legal drinking age in the United Kingdom (this means that you must be 18 years old or over at the time of ordering).

PAYMENT DETAILS: Upon receiving the completed form we will contact you via email and provide a secure link to an invoice. Payment can be made over the phone at the cask purchaser's discretion.



TERMS AND CONDITIONS EARLY CASK RELEASE PROGRAMME

THE AGREEMENT, INCLUDING PRICE, PAYMENT AND VAT

PARTIES

We are Deerness Distillery Ltd, registered in Scotland with company number SC531754, and having our registered office at Deerness Distillery, Newhall, Deerness, Orkney, KW17 2QJ (the "Distillery").

The completed order form, along with the following Terms and Conditions ("Terms"), comprise the contract of sale (the "Agreement") between the Distillery (also referred to as "we, our or us") and the customer (also referred to as "the Customer, you or your") for the contents of a cask filled with new make malt spirit (the "Cask").

By submitting your order to us and making payment of the initial price, you agree to be bound by all terms of the Agreement.

FORMATION OF CONTRACT

Once you have selected your preferred cask type (ex Bourbon or ex Sherry) you should submit your completed and duly signed order form and send it to us by post (at the address set out above) or submit signed scanned copies via email. The contract is formed between us only when we contact you in writing (which, for the purposes of these Terms, includes email) to confirm acceptance of your order. Once acceptance is confirmed, you are then liable to make payment of the price, as further detailed in these Terms.

PRICE

The initial price payable for the Cask is as set out in your order form. This includes the cost of the spirit, and warehousing and insurance in accordance with these Terms.

Further sums will require to be paid by you in future to meet the costs of Cask removal, bottling, excise duty (and/or other applicable duties), labelling, transportation, delivery and any taxes or associated sums due thereon. Such sums will be charged to you at the rates prevailing at the relevant time. By entering into the Agreement, you acknowledge that you will be liable to make payment of such sums in future and further acknowledge that any indicative price calculations provided to you by the Distillery have been given at current rates, for illustrative purposes only, and should not be taken as a firm indication of future likely costs.

PAYMENT

Payment of the initial price for the Cask will become due when we confirm acceptance of your order. Payment must be made within 7 days of your order being confirmed. Once an order has been confirmed, we will contact you with information on how to pay. Orders unpaid after 7 days will be cancelled.

VAT

All sums payable are quoted exclusive of VAT, to the extent applicable, which will be charged in addition at the prevailing rate (which may change from time to time).

CONTACT DETAILS

Please direct all correspondence regarding the purchase of Casks to **Whisky Manager, Deerness Distillery, Newhall, Deerness, Orkney, KW17 2QJ**. We can also be contacted by email at: whisky@deernessdistillery.com

OWNERSHIP INCLUDING TRANSFER OF OWNERSHIP

AVAILABILITY

Casks are only available for sale to individual private owners or small groups of private individuals. The Distillery has only around 200 Casks available for sale and therefore Casks will be allocated on a first come first served basis.

Cask sales will be limited to a maximum of 5 per private individual or group, unless otherwise agreed with the Distillery.

We will require a single point of contact, to be named as the legal owner of the Cask.

MINIMUM LEGAL AGE FOR PURCHASING A CASK:

By placing an order for a Cask, you confirm that you are of legal drinking age in the United Kingdom. This means that you must be 18 years old or over at the time of ordering.

WAREHOUSE OWNERS AND WAREHOUSE GOODS REGULATIONS

For the purposes of the UK Warehouse Owners and Warehouse Goods Regulations ('WOWGR'), the Customer must confirm that they are a private individual and not a revenue trader. By placing an order for a Cask, you confirm that this is the case. Any change to this can only be made with the Distillery's prior written consent and on the basis that all relevant statutory requirements are met by the Customer.

OWNERSHIP

The Cask will not be filled with spirit until the initial price has been paid by the Customer, as referred to above and as further detailed in the order form. Cask capacity does vary slightly and therefore we cannot guarantee the exact capacity or final quantity of spirit generated.

Once the Cask has been selected and filled, ownership of the contents shall pass to the Customer. Please note that the price does not include the wooden cask within which the spirit is matured, which will at all times remain in the ownership of the Distillery.

EXITING THE CONTRACT BEFORE THE END OF THE TERM

If you wish to sell or transfer ownership of your Cask before the end of the expected Maturation Period (as detailed below) then this must first be offered for sale to the Distillery, in writing (which includes email) at the original purchase price paid by you. If we inform you that we do not wish to purchase your Cask, or do not respond within 21 days of receiving your offer, then it may be transferred by you subject to the requirements of the following paragraph.

This right of first refusal does not apply in the case of death of the Cask owner, where any proposed transfer shall be subject only to the terms of the following paragraph.

TRANSFER OF OWNERSHIP

You must obtain our prior written agreement to any proposed transfer of ownership. The new owner must be of legal drinking age in the UK and must agree in writing to abide by these Terms, including accepting liability for all future costs associated with ownership of the Cask. We reserve the right to refuse the transfer of ownership until we are satisfied that these conditions have been satisfied.

OWNERSHIP AS AN ASSET

Cask ownership is an asset and we recommend that this should be included as such in any individual's will or testamentary writing, with a specified beneficiary capable of owning the title to the contents of the Cask listed.

The Customer should take their own advice on any tax implications arising from the ownership of a Cask as the Distillery cannot advise you on this. Please also be aware that such tax implications may change over time.

CASK PURCHASING, CONTENTS AND SAMPLING

With each Cask purchase, you will also be entitled to receive:

- acknowledgement that you are one of our founding members
- exclusive access to discounts, offers and events
- a cask certificate, hip flask and 2 x whisky glasses
- a 1 x 100ml bottle of spirit from your Cask each year, with effect from the third anniversary of your Cask being filled (subject to payment therefor, as detailed below)

CASK TYPE

First fill denotes that this is the first time these casks have been used to mature Scotch whisky and therefore they will have a much greater influence on the spirit in terms of both flavour and colour.

Subject to receiving payment of the initial price therefore (as detailed in your order form) we will aim to fill your Cask within 6 months from completion of the whisky facility construction. We anticipate that construction will be completed by the Spring of 2024 but we cannot guarantee this timeframe and therefore you should consider the potential for delay in filling your Cask before deciding whether or not to proceed with a Cask purchase and to make payment of the initial price. Your Cask will be filled at a minimum spirit strength of 63.5 % ABV (alcohol by volume). We will inform you when your Cask has been filled.

TERMS AND CONDITIONS EARLY CASK RELEASE PROGRAMME

ANGEL'S SHARE

It is normal for around 2-3% of each Cask's content to evaporate every year. This is known as the Angel's Share and can vary from year to year. Typically, the alcoholic strength will also decrease over time. The Distillery cannot guarantee how much spirit may be lost over the maturation period.

CASK SAMPLES

One 100ml sample may be drawn from each Cask, in each year after the initial maturation period of three years has passed, at the discretion of our Master Distiller. You may purchase a 100ml sample from your Cask at a cost of £50 each, exclusive of postage and packing, VAT and any other taxes, levies or costs which may apply. Further details can be provided upon request.

WAREHOUSING/STORAGE AND INSURANCE

MATURATION PERIOD

We recommend that the spirit is allowed to mature for a maximum of 10 years ("Maturation Period"). The initial price payable by you includes warehousing and insurance costs (as detailed below) for 10 years from the Cask being filled. Please contact us if you would like to discuss shorter maturation periods. Please note that the minimum maturation period for Scottish whisky is 3 years.

Your Cask cannot be removed from our bonded warehouse until the Maturation Period has elapsed, other than by special arrangement with the Distillery, which is at our sole discretion. Casks can be stored for longer periods subject to additional costs for warehousing and insurance being paid by you on an annual basis, which will be charged at the prevailing rates at the relevant time. Please contact us to discuss longer maturation periods.

INSURANCE

We will ensure that your Cask is insured under our group insurance policy for the Maturation Period. This applies only for so long as the Cask remains situated in our bonded warehouse.

BOTTLING

MATURATION

We will contact you around 8 months before the expiry of the Maturation Period to discuss how you wish to deal with your Cask. Various options are available, as follows:-

BUY BACK PROCESS

Upon expiry of the Maturation Period, the Distillery may (but shall not be obliged to) offer to purchase the whisky from your Cask at the prevailing market rate, being the rate that the Distillery purchases similarly aged whisky at that time.

BOTTLING YOUR WHISKY

If you decide to bottle your whisky, payment of all bottling costs must be made as soon as possible upon you confirming your intention to bottle. In any event, the cost of bottling (together with all additional costs for which you are liable at such time, including excise duty (or any similar tax), labelling costs and VAT thereon) must be paid prior to the Cask being removed from our bonded warehouse.

Bottling must be carried out by us or our approved bottling partner(s). These will be subject to change over the course of the Maturation Period. Once you confirm your desire to bottle, we will schedule with you the movement of the Cask from warehousing to the bottling facility.

FURTHER WAREHOUSING

The Distillery may be able to bottle part of a Cask and store the remainder in our bonded warehouse, subject to there being available space at that time. Further warehousing will require additional costs to be met by you, including insurance costs and storage fees. Any storage requirements beyond the 10 year Maturation Period must be discussed and agreed with the Distillery.

TAXES

Excise duty is a tax payable to HMRC and must be paid before the Cask can be moved from our bonded warehouse. This tax is not payable if the Cask is sold back to the Distillery whilst it remains stored under bond.

EXPORTATION COSTS AND REQUIREMENTS

Under current legislation, whisky cannot be exported outwith Scotland unless it is in bottled form and labelled for retail sale.

If the bottled whisky is to be exported then additional costs will be incurred. The Customer understands that it is their responsibility to determine the taxes due in the country of final destination and that they shall be solely responsible for payment of all such taxes, as well as all import/export and transportation costs. The Customer understands that the Distillery will not arrange the export of the whisky and it is the Customer's responsibility to arrange an importer from the country of final destination.

The Customer should be aware that certain countries have different bottling and labelling requirements and that the Distillery will take no responsibility for bottles or labels which do not conform to the legal requirements in the country of final destination. Legislation in this area may change over time and the Customer shall be solely responsible for ensuring compliance with all applicable laws or regulations regarding the import and export of the whisky.

LABELS

Deerness Distillery have registered the rights to the names 'Deerness Single Malt', 'Deerness Malt' and 'Deerness Distillery' worldwide, it is not possible to use these names for the bottling of private Casks. 'Single Malt, produced by Deerness Distillery, Orkney' is acceptable. We require that Cask owners discuss labelling with the Distillery prior to bottling. Only pre-approved labels and bottles can be used and must be approved by the Distillery's management team prior to bottling.

You do not acquire any right or licence to our intellectual property by purchasing a Cask or using our name in labelling the contents.

DELIVERY AND COLLECTION

DELIVERY

On completion of bottling, we can arrange delivery of the bottles, the cost of which must be paid by you in advance of dispatch. Risk shall pass to you at the point of collection by the carrier and it is your responsibility to arrange and pay for suitable insurance for the transportation of the bottles (whether this has been organised by you or by us). At the time of bottling, please let us know if you require delivery so that we can discuss costs and payment for this.

COLLECTION

Collection of bottled whisky may be arranged with us, upon at least 30 days' prior notice. Collection can only be arranged after bottling costs (and all other sums for which you are liable under these Terms) have been paid in full. Risk shall pass to you at the point of collection, and you acknowledge that any damage to the bottles or their contents thereafter are solely your responsibility. It is recommended that you insure your bottled whisky during transportation and future storage.

CHANGE OF DETAILS, LOSS OF CONTACT

CHANGE OF DETAILS

You must inform us in writing of any change in your contact details such as your residential address, email address or contact telephone number. We will confirm in writing the amendment to your contact details. Amendment of your contact details shall not be valid until the Distillery has confirmed this in writing.

LOSS OF CONTACT/FAILURE TO MAKE PAYMENT

If we are unable to contact you (and after taking reasonable steps to contact you) within 6 months of expiry of the Maturation Period, or if you fail to make payment of any additional sums due by you under the Agreement (whether in respect of bottling, labelling, excise duty or otherwise) the Distillery reserves the right to sell the contents of your Cask and to hold the remaining proceeds on your behalf. Remaining proceeds will be calculated as the sums remaining following deduction of all costs (including bottling, labelling, excise duty etc) for which you would have been liable under these Terms, the costs of sale, a reasonable administration fee which may be charged by the Distillery and any other costs which the Distillery may incur from storing and/or insuring the Cask for any additional period following expiry of the Maturation Period.

TERMS AND CONDITIONS EARLY CASK RELEASE PROGRAMME

LIABILITY

DAMAGED CASKS

If a Cask is damaged whilst being stored at our warehouse, the Distillery will endeavour to replace the contents with a similarly aged cask.

QUALITY

Although it would be very unusual to discover any defects with the contents of the Cask after delivery/collection, if such circumstances arise and following our own inspection we are satisfied that the whisky is indeed defective (through no fault or action of you) we will seek to remedy this with you. We will not provide any remedy on the subjective grounds of personal taste or in any circumstances when we are not at fault.

GENERAL LIABILITY

Except for liabilities which cannot legally be limited and save as set out below, neither party shall be liable to the other for loss of profit; loss of sales or business, loss of agreements or contracts; loss of anticipated saving, loss of data or information, loss of damage or goodwill, indirect or consequential damages.

LIMITATION OF LIABILITY – PLEASE READ

Save as set out below, our entire liability to you under the Agreement shall be limited to a sum which is equal to the purchase price actually paid by you.

We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- any liability which cannot be excluded or limited by applicable law.

USING YOUR PERSONAL DATA

STORING AND USING YOUR DATA

It is necessary for the operation of the Agreement that the Distillery stores your personal data for the whole term of the Agreement. The Distillery will use your personal data to keep in contact with you regarding your Cask contents and to liaise with you regarding the bottling or selling of the Cask contents after the end of the Maturation Period.

In addition, the Distillery would also like to use your personal data to send you details of news, events and offers that the Distillery may wish to share with its customers. If you do not want to be contacted regarding this, then please contact the Distillery and we will remove you from our mailing list. Please note that removing you from our mailing list will not completely erase your personal details to the extent that we need to retain them in relation to the Agreement and/or your Cask.

SHARING YOUR PERSONAL DATA

We will not share your personal data to any external source or third party and your details will be kept securely.

OTHER IMPORTANT TERMS

ASSIGNATION

We may transfer or assign our rights and obligations under the Agreement to a third party without obtaining your consent, provided that your rights in terms of the Agreement are not prejudiced. You are not permitted to transfer or assign your rights or obligations under the Agreement without obtaining our prior written consent (which may be withheld in our discretion).

THIRD PARTY RIGHTS

The Agreement is between you and the Distillery and no third party has the right to enforce any of its terms.

CHANGES

We may alter the manner in which we handle or store the Casks and/or any bottling therefrom, if required to comply with applicable legislation from time to time in force.

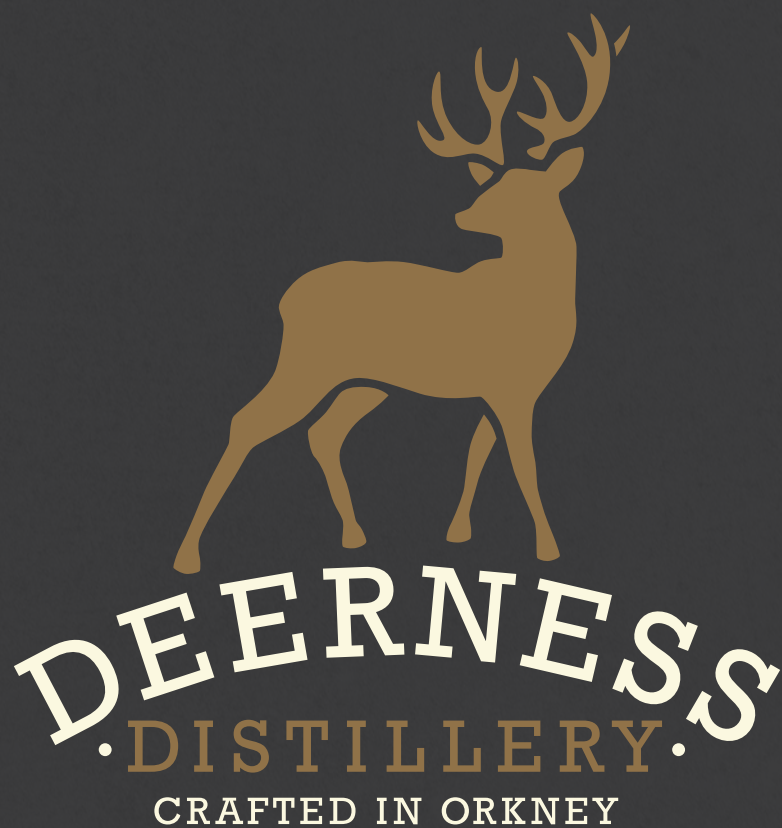
PRESERVATION

If a court invalidates some of the Agreement, the remainder of it will still apply. If a court or other authority decides that some of the terms of the Agreement are unlawful, the remainder will continue to apply.

Even if we delay in enforcing the Agreement, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something in breach of the Agreement, but we reserve the right to do so.

GOVERNING LAW AND JURISDICTION

The terms of the Agreement are governed by Scots law and wherever you live you can bring a claim against us in the Scottish courts. If you live in England, Wales or Northern Ireland, you can also bring a claim against us in the courts of the country you live in. Claims may be brought elsewhere to the extent permitted by applicable law. We can claim against you in Scotland or in the courts of the country you live in.



www.deernessdistillery.com

Contact us at whisky@deernessdistillery.com

Deerness Distillery Ltd, Newhall, Deerness,
Orkney, KW17 2QJ, Scotland

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