



## CORNISH GEOTHERMAL DISTILLERY COMPANY LTD

### TERMS AND CONDITIONS OF SUPPLY

These terms and conditions (these “**Terms**”) (together with our privacy policy) apply to the supply the Product and related Services (all as defined below) by us to you.

By purchasing the Product and related Services from us, you will be able to lay down your own cask of rum, experience the maturation process, receive samples of rum, obtain updates and exclusive information from us, receive various hospitality benefits and receive your own cask of rum (once the maturation process is complete), in accordance with these Terms.

During the order process you will be able to select the Style (as defined below) you wish to order from us. The order process is set out in more detail at clause 3 below.

Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide the Product and related Services to you and other important information.

Please note that this is not an investment opportunity and we are not authorised by the Financial Conduct Authority.

#### 1. DEFINITIONS

##### 1.1 The following definitions and rules of interpretation apply in these Terms:

**Angels’ Share:** the amount of the Product lost to evaporation when the Product is being matured, which we anticipate is up to a maximum of 10% of the Product per year.

**Collection Note:** the collection note provided to you on the date you collect the Product in accordance with clause 9.

**Customs Duty:** the charge applied by HM Revenue & Customs on the percentage of pure alcohol imported into the UK.

**Light:** the light blend of rum which is further described on the product page <https://thecaskclub.co.uk/light-rum/>.

**Maturation Mode:** a controlled maturation process with a medium to high Angel’s Share take.

**Medium:** the medium blend of rum which is further described on the product page <https://thecaskclub.co.uk/medium-rum/>.

**Normal Working Hours:** the hours 9:00 am to 5:00 pm GMT, Monday to Friday, except English Bank Holidays.

**Preservation Mode:** a controlled slow maturation process with a reduced Angel’s Share take.

**Product:** approximately 200 litres of rum in the Style selected by you during the order process (excluding the cask in which the rum is stored).

**Rich:** the rich blend of rum which is further described on the product page <https://thecaskclub.co.uk/rich-rum/>.

**Services:** the services set out in Schedule 1.

**Spirits Duty:** the charge applied by HM Revenue & Customs on the percentage of pure alcohol sold in the UK.

**Style:** the style of rum, which may be either Light, Medium, Rich or The Cask Club Blend.

**The Cask Club Blend:** the special blend of rum which is further described on the product page <https://thecaskclub.co.uk/cask-club-blend-rum/>.

**VAT:** value added tax or any equivalent tax chargeable in the UK (or elsewhere).

**Website:** our website currently located at <https://thecaskclub.co.uk>, together with such other websites which may be developed by us from time to time.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Cornish Geothermal Distillery Company Ltd a company registered in England and Wales. Our company registration number is 12361436 and our registered office is at 14 High Cross, Truro, England, TR1 2AJ. Our registered VAT number is GB 339873746.

2.2 You can contact us by telephone at +44 (0) 1872 492052 or by writing to us at Customer Services, Cornish Geothermal Distillery Company Ltd, 14 High Cross, Truro, England, TR1 2AJ, or by emailing us at [hello@thecaskclub.co.uk](mailto:hello@thecaskclub.co.uk).

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. You agree to inform us immediately in writing if your contact details change during the term of this contract.

2.4 When we use the words "writing" or "written" in these Terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

3.1 In some areas you will have different rights under these Terms depending on whether you are a business or consumer. You are a consumer if you are an individual and you are buying from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

3.2 If you are a business customer, these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

3.3 Our acceptance of your order will take place when we email you to confirm our acceptance of your order ("**Acknowledgement of Order**"), at which point a contract will come into existence between you and us.

3.4 If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Product and related Services. This might be because the Style selected by you during the order process is sold out or because of unexpected limits on our resources which we could not reasonably plan for.

3.5 We will assign a cask number to your Product and tell you what it is in the Acknowledgement of Order. It will help us if you can tell us the cask number whenever you contact us about the Product and related Services.

3.6 We may need certain information from you so that we can supply the Product and related Services to you, for example, your full name, postal address, email address, telephone number, proof of age documentation. If so, this will have been stated in the description of the Product and related Services on our Website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Product and related Services late or not supplying them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

#### 4. OUR PRODUCTS

4.1 Our Website sets out a description of each Style available to order from us. Please note that availability and estimated collection dates for each Style may vary.

4.2 The volume of the Product is approximate only and the exact liquid volume may vary during the maturation process. Although we have made every effort to be as accurate as possible, the Angels' Share will vary depending on the type of Style selected by you during the order process. We will regularly update you in respect of the changing weight of the Product and the Collection Note will set out the total liquid volume (in litres) of the Product, the litres of pure alcohol and the strength of the Products (expressed as alcohol by volume).

4.3 We may change the Product and related Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor adjustments and improvements, for example to ensure the correct maturation of the Product.

#### 5. OUR SERVICES

5.1 The Services include storage and insurance services. We will notify you in writing when the Product is ready to be laid down in our maturation facility ("**Laid Down Date**") and you may:

- (a) within 7 days of receiving the notification of the Laid Down Date, request that you attend our maturation facility to fill and sign the cask in which the Product is stored and witness the laying down of the Product; or
- (b) ask us to lay down the Product without your attendance. You may contact us in writing and agree a later date on which you can sign the cask in which the Product is stored.

5.2 If you do not respond to the notification of the Laid Down Date within 7 days, you will be deemed to have asked us to proceed in accordance with clause 5.1(b).

5.3 The Product will be stored in our maturation facility for a period of up to 5 years of the Laid Down Date ("**Maturation Period**").

5.4 The Product will be stored in a suitable maturation facility. You acknowledge and agree that we cannot confirm the exact location of the maturation facility.

5.5 We will commence the provision of the Services on the date we send you the Acknowledgement of Order. The estimated collection date (when the Services will end) is notified to you during the order process and will be confirmed in accordance with clause 9.

## **6. YOUR RIGHT TO MAKE CHANGES**

If you wish to make a change to the Product and related Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product and related Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **7. PRICE AND PAYMENT**

- 7.1 The price of the Product and related Services (which excludes Customs Duty, Spirits Duty and VAT) will be the price set out on the order pages when you placed your order.
- 7.2 The Product is provided on a Customs Duty, Spirits Duty and VAT suspended basis. The Customs Duty, Spirits Duty and VAT will only be payable by you when the Product is ready for collection on the confirmed collection date (if applicable). Where possible, the estimated Customs Duty, Spirits Duty and VAT payable for each Style is indicated on the FAQ page of our Website <https://thecaskclub.co.uk/faqs/>.
- 7.3 We recommend that you obtain your own independent tax advice on the amount (if any) of Customs Duty, Spirits Duty and VAT that is likely to be payable by you in addition to the price of the Products and related Services.
- 7.4 If the rate of Customs Duty, Spirits Duty and VAT changes between your order date and the date you collect the Product, we will adjust the rate of Customs Duty, Spirits Duty and VAT that you pay, if applicable.
- 7.5 We accept payment by debit and credit card. You must pay for the Product and related Services when you submit the order to us.
- 7.6 If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **8. EXPORT**

- 8.1 You may contact us in writing and request that the Product is exported to a third party warehouse. If we agree to export the Product to a third party warehouse, you agree:
- (a) to arrange the bottling, or decanting of, the Product which will incur additional costs; and
  - (b) to arrange, or ask us to arrange on your behalf (subject to the payment of our standard rates from time to time in force), shipping of the Product.
- 8.2 If you export under bond, the Customs Duty, Spirits Duty and VAT may be further suspended subject to the fulfilment of the further requirements which will be confirmed in writing by us.
- 8.3 You agree that the Customs Duty, Spirits Duty and VAT may be payable by you when the Product arrives at the third party warehouse at the prevailing rates from time to time in force.

## **9. COLLECTING THE PRODUCT**

- 9.1 The price of the Product and related Services does not include delivery or the cask in which the Product is stored. If you would like us to arrange delivery or bottling, we will confirm the costs of delivery or bottling to you in writing and you can decide whether to accept or decline these costs (in which case you will be required to arrange for your own collection of the Product). If you

accept these costs, you may be required to enter into a separate contract with the delivery or bottling provider.

- 9.2 During the order process we will let you know the estimated collection date, which we anticipate to be on the expiry of the Maturation Period. The estimated collection date will depend on the Style purchased and the associated maturation process. The Product will be regularly tested by our master blender to determine when the Product is suitably matured. You acknowledge that the Product may mature earlier than the estimated collection date and, if this is the case, we will contact you in writing and recommend that the Product be placed in Preservation Mode until the expiry of the Maturation Period. If you do not want the Product to be placed in Preservation Mode, you may contact us in writing and request that:
- (a) you collect the Product from our premises during Normal Working Hours before the expiry of the Maturation Period. Please note that you will need to arrange, or ask us to arrange on your behalf (subject to the payment of our standard rates from time to time in force), for the Product to be bottled, or transferred to a suitable vessel, in order for collection to take place;
  - (b) the Product is kept in Maturation Mode up to the expiry of the Maturation Period, in which case you agree that the Product may develop an undesirable character, flavour, colour and profile. We will contact you at the end of the Maturation Period and agree the collection date for the Product;
  - (c) we arrange the bottling of the Product (at your cost) on your behalf. You agree that we do not offer bottling service ourselves, but can suggest third party providers that can provide bottling services to you for an additional cost or we arrange bottling your behalf (subject to the payment of our standard rates from time to time in force). You will be required to enter into a separate contract with the bottling service provider;
  - (d) we provide brokerage services to you in respect of the Product. Please note that this arrangement will be subject to additional costs and will require you to enter into a separate agreement with us in respect of this service;
  - (e) we sell the Product on your behalf to a new purchaser. Please note that this arrangement will be subject to additional costs and will require you to enter into a separate agreement with us in respect of this service; and
  - (f) the Product is matured for an additional period which continues beyond the expiry of the Maturation Period, subject to the payment of our standard rates from time to time in force and entry into a separate contract.
- 9.3 If you request to collect the Product in accordance with clause 9.2(a) (or we later contact you in accordance with clause 9.2(a) and 9.2(f)) we will contact you in writing and agree the confirmed collection date. You agree to collect the Products from our premises on the confirmed collection date and arrange (at your cost) for the Product to be bottled, or transferred to a suitable vessel, on the confirmed collection date.
- 9.4 If you do not collect the Product from us on the confirmed collection date we will contact you for further instructions and may charge you for storage costs and any further insurance costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract and clause 11.2 will apply.

- 9.5 If our supply of the Product and related Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 9.6 The Product will be your responsibility from the time you, or a carrier organised by you, collects the Product from our premises.
- 9.7 You own the Product once we have received payment in full from you. We will provide you with a digital certificate of ownership by email.
- 10. YOUR RIGHTS TO END THE CONTRACT**
- 10.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it and whether you are a consumer or business customer. If what you have bought is faulty or misdescribed you may have a legal right to end the contract.
- 10.2 Your right as a consumer to cancel the contract (in accordance with the Consumer Contracts Regulations 2013) does not apply to the Product as this is a contract for the supply of alcoholic beverages where: the price is agreed when the sales contract is concluded; delivery can only take place after 30 days; and the value is dependent on fluctuations in the market which cannot be controlled by us.
- 11. OUR RIGHTS TO END THE CONTRACT**
- 11.1 We may end the contract at any time by writing to you if:
- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products; and
  - (b) you do not, on the confirmed collection date agreed with you in accordance with clause 9.3, collect them from us.
- 11.2 If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for Product and related Services we have not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**
- If you are a consumer we are under a legal duty to supply Product and related Services that are in conformity with this contract. The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. Nothing in these Terms will affect your legal rights.
- 13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**
- If you are a business customer we warrant that on collection the Product shall conform in all material respects with its description and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE IF YOU ARE A CONSUMER**
- 14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our

employees, agents or subcontractors; for fraud or fraudulent misrepresentation and for breach of your legal rights in relation to the Product and related Services (including the right to receive products which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care).

14.3 If you are a consumer we only supply the Product and related Services for to you for domestic and private use. If you use the Product and related Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

**15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE IF YOU ARE A BUSINESS**

15.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the Terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 Except to the extent expressly stated in clause 13, all Terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to clause 15.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for Product and related Services under such contract.

**16. INTELLECTUAL PROPERTY RIGHTS**

The marks “The Cask Club” and “The Cask Club (and Device)” are our trade marks. You are not permitted to use our trade marks without our approval.

**17. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our privacy policy <https://thecaskclub.co.uk/privacy-policy/>.

**18. COMPLAINTS**

If you have any questions or complaints about the Product and related Services, please contact us. You can us by telephone at +44 (0) 1872 492052 or by writing to us at Customer Services, Cornish Geothermal Distillery Company Ltd, 14 High Cross, Truro, England, TR1 2AJ, or by emailing us at [hello@thecaskclub.co.uk](mailto:hello@thecaskclub.co.uk).

**19. OTHER IMPORTANT TERMS**

- 19.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 19.3 This contract is between you and us. No other person shall have any rights to enforce any of its Terms.
- 19.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 19.5 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Product and related Services, we can still require you to make the payment at a later date.
- 19.6 These Terms are governed by English law and you can bring legal proceedings in respect of the Product and related Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Product and related Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Product and related Services in either the Northern Irish or the English courts.
- 19.7 If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.



## SCHEDULE 1 – The Services

We shall provide the services set out in this Schedule 1 to you.

### 1. SERVICES

#### 1.1 The services shall include:

- (a) storing the Product in a suitable maturation facility until the expiry of the Maturation Period;
- (b) constructing and maintaining the maturation facility in which the Product is stored;
- (c) maintaining, with a reputable insurance company, insurance cover for any loss or damage to the Product until expiry of the Maturation Period;
- (d) visiting our maturation facility to fill and sign the cask in which the Product is stored and witness the laying down of the Product on the Laid Down Date;
- (e) providing a maximum of two 100ml samples of the Product during each calendar year following receipt of a written request from you;
- (f) providing tasting notes in respect of each sample of the Product supplied to you;
- (g) visiting the Product at our maturation facility at least once during each calendar year and attend exclusive presentations delivered by our master blender;
- (h) visiting designated hospitality areas in our premises with up to four additional guests unless we notify you that the premises is not accessible (for example, for essential maintenance);
- (i) attend masterclasses hosted at our premises following receipt of a written invitation from us;
- (j) providing you with exclusive information and newsletters relating to the Product;
- (k) maintaining the cask and performing repair services on a regular basis to the cask;
- (l) re-gauging (re-weighing) the Product and providing you with updates in relation to the same; and
- (m) receiving further customer benefits as will be notified to you in writing by us from time to time.