



KIMBLAND  
— D I S T I L L E R Y —

THE NORTHERNMOST  
SCOTCH DISTILLERY

FIRST EDITION  
WHISKY CASKS



# ARE YOU READY TO BECOME A WHISKY PIONEER?

Kimbland Distillery, the most northern Scotch whisky distillery, has opened access to 50 pre-release whisky casks. Located on the isle of Sanday, Orkney, Kimbland is a small family-run distillery, blending heritage production methods and state-of-the-art technology. Kimbland whisky is entirely distilled by hand, with a maximum production of 120,000 litres, and is on its way to become one of the first fully carbon-negative whiskies.

These 50 first-edition pre-release casks hold 200 litres or 125 litres of Taftsness whisky named in recognition of Orcadian history and folklore. Taftsness whisky production is linked to MineSpider's blockchain technology to track every bottle's provenance and help prevent and fight counterfeiting.

## 200 LITRES DARK RUM BARRELS

### APPROX. 320 BOTTLES AT 40ABV

These casks coupled with our brewing process can give a sweetness with a hint of caramel and spices.

£3,500



### SIZE V. TIME

Smaller casks mature faster, so even though you are getting less volume, you are able to reach maturity in a quicker timeframe.

## 125 LITRES PEATED CASKS

### APPROX. 240 BOTTLES AT 40ABV

These peated casks can give a hint of the smokiness a lot of scotch is famous for.

£3,000



# THE PURCHASE OF CASKS INCLUDES



10 years storage and insurance in the Kimbland bonded warehouse;



Full HMRC registration of each cask;



Certificate of ownership, signed and sealed by the owner of the distillery;



Membership to the distillery and private invitation to visit pre-public opening;



Name on cask;



Access to tracking through MineSpider's Blockchain technology;



Bottling and labelling at cost.

**ORDER ONLINE NOW AT  
KIMBLANDDISTILLERY.COM/CASKS  
or email us at [casks@kimblanddistillery.com](mailto:casks@kimblanddistillery.com)**

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We are a small business with big ambitions. Our mix of traditional farming techniques, vintage machinery and blockchain technology means we are well on the way to meeting our goals of being fully carbon-negative while preserving local traditions. Taftsness casks are a unique opportunity to own a piece of Orcadian folklore. First-edition casks are the holy grail of the whisky world and cannot ever be replicated. I am so proud of this initiative and I am excited to share it with our customers.

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# TERMS & CONDITIONS

This contract sets out your legal rights and responsibilities; our legal rights and responsibilities; and certain key information required by law.

## IN THIS CONTRACT:

'We', 'us' or 'our' means Kimbland Distillery Ltd, a company registered in England and Wales under company number 10918314. Our registered office is at The Gables Brooklands Road, Sale Cheshire M33 3SU. Our VAT number is: 297741551. 'You' or 'your' means the person buying Goods from us. **Goods** mean casks or bottled products of new filled spirit excluding the cask which shall remain in the ownership of the Company. If you don't understand any of this contract and want to talk to us about it, please contact us at [info@kimblanddistillery.com](mailto:info@kimblanddistillery.com).

## INTRODUCTION

If you buy Goods from us you agree to be legally bound by this contract. This contract is only available in English. No other languages will apply to this contract. When buying any Goods you also agree to be legally bound by our website terms and conditions that also form part of this contract as though set out in full here.

## YOUR PRIVACY AND PERSONAL INFORMATION

Our Privacy Policy is available at [www.kimblanddistillery.com](http://www.kimblanddistillery.com). Your privacy and personal information is important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## ORDERING GOODS FROM US

Below, we set out how a legally binding contract between you and us is made. You place an order by confirming via our sales agents your intention to purchase via telephone or email or in person ("The order"). Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us. When you place your order we will email you an invoice. Receipt of this invoice however, does not mean that your order has been accepted.

We may contact you to say that we do not accept your order. This is typically for the following reasons: the Goods are unavailable; we cannot authorise your payment; you are not allowed to buy the Goods from us; we are not allowed to sell the Goods to you; you have ordered too many Goods; or there has been a mistake on the pricing or description of the Goods. We will only accept your order when we are in receipt of full payment and we email you to confirm this (Confirmation Email). At this point, a legally binding contract will be in place between you and us; and legal title in the Goods shall pass to you.

If you are under the age of 18 you may not buy any Goods from us.

## RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which full payment is made. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement via email or telephone using the contact details at the top of this contract. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired

## EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you. We may make a deduction from the reimbursement any costs we incur for the provision of services agreed with you within the cancellation period. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

## DELIVERY

Goods will be delivered to our bonded warehouse facility upon title passing to you. You are responsible for the Goods when delivery has taken place. In other words, the risk in the Goods passes to you however they will also be covered under our group insurance policy for a period of 10 years from the date of sale or until you remove them from our warehouse, whichever is the earliest. We shall not be held liable for any insurance exclusions that apply to the Goods.

## PAYMENT

We accept the payments by card or electronic transfer. We do not accept cash. We will do all that we reasonably can to ensure that all of the information you give to us when paying for the Goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us. If your payment is not received by us within 7 days of the date of the invoice we reserve the right to cancel your order and you may be subject to price fluctuations. Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period.

The price of the Goods is in pounds sterling (£)(GBP); and includes VAT and any applicable Duty. The price of the Goods shall include storage for a period of up to 10 years in our HMRC government bonded warehouse plus insurance for the period of storage. Any Goods removed from our site within the period of 10 years shall be at your risk entirely and you will not be permitted to use the our brand or any association with the company in any future dealing with the Goods.

For UK tax payers, UK Capital Gains Tax is not applicable as the Goods are regarded as a "tangible", "movable" and "wasting asset". Whisky purchased in cask for personal use, as gifts for family, godchildren and friends, etc would therefore be exempt. Please seek advice with your personal tax advisor. You are permitted to visit your Goods on times and dates to be arranged and subject to giving us a minimum of 10 working days notice unless otherwise agreed.

The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the Goods are of satisfactory quality; are fit for purpose; match the description or sample. We must provide you with Goods that comply with your legal rights.

The packaging of the Goods may be different from those described. While we try to make sure that: all weights, sizes and measurements are as accurate as possible, and; colours of our Goods are displayed accurately; there may be a small tolerance in weights, sizes and measurements and actual colours that you see may vary. Any Goods sold at discount prices; as remnants; or as substandard; will be identified and sold as such. Check that they are of a satisfactory quality for their intended use.

If we can't supply certain Goods we may need to substitute them with alternative Goods of equal or better standard and value. In this case, we will let you know if we intend to do this but this may not always be possible; and you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

## **FAULTY GOODS**

Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as ‘statutory rights’). You may also have other rights in law. Please contact us using the contact details at the top of this page, if you want us to repair the Goods; to replace the Goods; a price reduction; or to reject the Goods and get a refund.

## **SAMPLES**

We may request samples on your behalf from our suppliers and bonded warehouse operators. The standard size sample is 10cl, and costs may vary between warehouse operators. The Client accepts to cover all costs of procuring samples, including duty and delivery. Due to the nature of individual warehousing, we cannot guarantee a set time frame

## **OWNERSHIP RECORDS**

We maintain the master copies of the Certificates of Ownership. In so far as they relate to you these records shall only be modified upon the execution of your valid instructions and in accordance with these terms and conditions. A copy of your certificate of title will be sent to you upon receipt of your payment to evidence the transfer of legal title. Your purchase (where applicable) will also be registered with HMRC. All Goods where relevant are numbered and held in your name unless prior agreement has been made between us.

## **END OF THE CONTRACT**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **LIMIT ON OUR RESPONSIBILITY TO YOU**

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses that were not foreseeable to you and us when the contract was formed; that were not caused by any breach on our part; business losses; and losses to non-consumers.

## **FORCE MAJEURE**

If performance of the contract or any obligation under the contract is prevented, restricted, or interfered with by causes beyond either party’s reasonable control (“force majeure”), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, supplier failures, shortages, breach, evaporation or leaks from casks or delays, changes in import or export regulations.

The ‘excused party’ shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or special losses, any loss of use, profit, business, revenue or contract or any liability of the Buyer to any third party.

For the purposes of this clause and inability to pay will not constitute Force Majeure.

## **DISCLAIMERS**

We are not authorised or regulated by the FCA (Financial Conduct Authority). Our Goods are not an investment of a specified kind within the scope of the Financial Services and Markets Act 2000 nor is it controlled investments subject to Section 21 of the Financial Services and Market Act 2000 and the Financial Promotion Order. Any and all information provided by us relates to whisky and its value is for information purposes only and we cannot be liable for any fluctuation in value. We do not deal with “options”, futures or any regulated investments of a specified kind under the Financial Services and Markets Act 2000. No information provided should be deemed to constitute the provision of financial investment or other professional advice subject to regulation under the Financial Services and Market 2000. The value of the Goods or the money you invest may fluctuate which may or may not cause gain or losses. Any information relating to past valuations provided is not to be held as a guarantee nor guide to future performance. Fluctuations in the rate of exchange will not have an adverse effect on the value of these commodities while traded in the UK.

The information contained in our marketing materials or the website is not intended to be an offer to buy or sell securities, and this website should not be regarded as an offer of solicitation to conduct investment business of any investment or activity regulated by the FCA.

## **DISPUTES**

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Goods; our service to you; or any other matter, please contact us as soon as possible. If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you; and give you certain information required by law about our alternative dispute resolution provider. If you want to take court proceedings, the courts of England shall have exclusive jurisdiction in relation to this contract.

## **WARRANTIES**

We make no warranties, expressed or implied, except as specifically stated herein. such warranties are in lieu of all other warranties, written or oral, statutory, express or implied, including without limitation, any warranty of merchantability, taxation status or fitness for a particular purpose the quality, fitness for drinking, use or purpose or freedom from defect or deterioration of the Goods, either at the time of delivery or deemed delivery or at the time of collection by the Customer, the market value or appreciation in value of the Goods; that the Goods comply with any description of the Goods in any marketing materials or packaging or the information on any label or that the Goods comply with any sample.

We shall not in any circumstances be liable for any indirect or consequential loss or damage arising from wastage, spoilage or the deterioration of any Goods, the loss of market for the Goods, decline in the value of any Goods or for the damages arising from or attributable to any cause and we shall not in any circumstances be liable or obliged to repurchase the Goods or to effect any future sale of the Goods. We shall in no event be liable for any incidental, special, or consequential damages of any nature, even if we have been advised of the possibility of such damages. In no event shall We have total liability to the Buyer for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by Buyer, if any, for the value of the Goods and services provided hereunder.

## **THIRD PARTY RIGHTS**

No one other than a party to this contract has any right to enforce any term of this contract. However, if a person acquires the Goods lawfully from you, you may transfer our guarantee to that person. This also applies where we have provided services in respect of an item you have transferred.





**KIMBLAND DISTILLERY**

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