



STANNERGILL

CASTLETOWN

CAITHNESS

DISTILLERY

**RESTORING THE PAST
REBUILDING FOR THE FUTURE**

Welcome to | Stannergill Whisky

The Spirit of Castletown Mill

We (Martin, Claire and our team) are Dunnet Bay Distillers, the creators of the multi-award winning Rock Rose Gin and Holy Grass Vodka. Established in 2014 our products are now available in over 20 markets.

This is the next stage in our journey.

We have long driven past the beautiful, but dilapidated, mill building with thoughts of one day being able to restore it. The dream became reality in 2020 when we took ownership of this iconic vernacular building. As the current custodians, we are eager to revitalise/restore it as a destination whisky distillery, telling the story of the building and making it a proud Caithness landmark once again.

Become a part of our whisky adventure with your very own cask of Stannergill Single Malt Whisky.

The flavour of Stannergill Whisky will honour the Caithness whiskies of the past but also present opportunities for new flavours, and new Caithness whisky making traditions. Every cask will be unique, each adding to the flavour of our new make Stannergill spirit, to create a perfectly balanced whisky. Your cask will be left to rest for up to 10 years in our cool, dunnage warehouse where the fresh sea-air from Dunnet Bay which

surrounds Castletown Mill will help to create a smooth and mellow spirit.

Our cask programme however will not just be about being part of the Stannergill Whisky Family, it will be about creating a new life and soul for Castletown Mill, a nationally important grain mill and much-loved local landmark which lies at the heart of a small village community in Caithness. Cask ownership will help realise Dunnet Bay Distillers' vision for Stannergill Whisky at Castletown Mill, creating new employment opportunities in a fragile rural economy and a cultural legacy for the local community in the form of a new craft whisky. Reserving a Stannergill Whisky Cask will also provide you with a rare opportunity to own a piece of Scotch Whisky making history.

The Distillery

We are delighted that we are now at the next stage in the development of Castletown Mill. After a full year of Martin talking with architects, planners, conservators with lots of studies being carried out, we are ready to transform the 200-year-old building into a destination whisky distillery!





Our | Vision



As the new custodians of the mill, we're looking forward to regenerating and breathing new life into the building. We are keen to tell its story and to add to the wonderful history as we hopefully move to re-establishing the mill as a proud Caithness landmark once again.

Planning Permission has been granted and we hope to begin work on the building in early 2023. Our aim is to sensitively restore the mill to become the brand home for our expansion into the whisky market. We hope to create a destination distillery to educate visitors on the history of the mill and celebrate the heritage of the site.

Our visitor tour experience will not only encompass whisky but also tell the stories of a bygone era of milling in Castletown, all set in atmospheric, beautiful spaces. The building will also house a bistro and event space suitable for weddings and other functions.





The Cask | Package

We are delighted to celebrate the launch of our website with a Cask Ownership Programme.

No two casks are the same, and that is part of the attraction as whisky in a cask goes on evolving in a way that bottled whisky does not. What's more, every single cask is unique, you can fill two identical casks with the same spirit and put them in a dunnage warehouse for the same period of time, and they will still turn out slightly different. This is what makes buying whisky by the cask so fascinating and rewarding.

One of our Master Distillers will work with you to create a tailor-made experience and match you with your perfect cask. As a cask owner you will be welcome to return to our dunnage warehouse at Castletown Mill to visit your cask and chat with one of our Master Distillers about its progress. You will receive invitations to exclusive cask-owner events and ultimately, will be able to customise your cask with your name, family crest, organisation, club, or company logo etc., making the purchase of a Stannergill Whisky Cask a unique and personal experience.

Only 200 casks will be available at launch and these will be 250 litres casks with the possibility to choose one of the following options;

Ex-Bourbon Barrel

Ex-Sherry

American Oak

As a proud owner of a cask of Stannergill Whisky, and to thank you for helping us on our journey, you will receive:

- A Flagstone Founders Card, which will entitle you to visit your cask and enjoy a tour around the distillery each year.
- Hall of Fame. We will incorporate your name into our building.
- Personal Bottle Storage. Within the Tasting Room our founding members will have their own place to keep a bottle of Stannergill Whisky to be enjoyed during visits.
- 250 litre cask. You will be able to choose your type of cask.

The cost of a 250 litre cask will be £4,750

All prices exclude any duty or taxes that will come due at the time of bottling. Please note, at the end of the maturation period, you will own the contents of the cask, while the cask itself remains the property of Dunnet Bay Distillers Ltd trading as Stannergill Distillery. See the Terms and Conditions for further clarification.



Terms & Conditions

Basis of Contract / explanation of definitions

- The certificate of cask ownership and these Terms and Conditions comprise the contract of sale for the purchase of the agreed number of litres (based upon your choice of cask type) of new make spirit between Dunnet Bay Distillers Ltd. Ltd, registered in Scotland under number SC454474, whose registered office is, Dunnet Bay Distillery, Dunnet, Thurso, KW14 8XD, Scotland (hereinafter referred to as the Supplier, Dunnet Bay Distillery, our, us and we) and a Customer (also referred to as you or your, purchaser and owner).
- Dunnet Bay Distillers Ltd. intends to offer 200 of these casks for sale, with the offer closing on 5th December 2022.
- The full initial cost of the cask is required to secure your allocation.
- The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract will come into existence.
- By placing an Order, you acknowledge and confirm that you are at least 18 years old. The Supplier will not accept Orders from, nor arrange delivery of Whisky to, any person under the age of 18 at the date of the Contract. If the Delivery Location (defined below) is specified to be outside of the United Kingdom, then by placing an Order you acknowledge and confirm that you are at least of the minimum legal age to purchase alcohol in accordance with the laws of that country.
- UK Warehouse owners and warehouse goods regulations. To comply with the UK Warehouse Owners and Warehouse Goods Regulations 1999 ("WOWGR") you are required to confirm that:
 - (i) you are a private customer who is purchasing the product for private, non-commercial use;or
 - (ii) you are a UK based Revenue Trader and are already registered as an Owner of Warehoused Goods in the UK; or
 - (iii) you are an overseas Revenue Trader and have appointed, or will appoint, a UK Duty Representative.

By placing your order via our partners Whisky Hammer this will be deemed by us to be your confirmation of WOWGR compliance.

Goods

- The goods to be supplied by the supplier to founders club members under this contract will consist of a cask filled with unpeated spirit as specified in the customer's order, specifically, the type of cask. The cask(s) will be filled by the supplier with new make spirit produced at Stannergill ("distillery") and will contain approximately 250L at a filling strength of around 63.5% ABV. In accordance with this contract you acknowledge that we cannot guarantee the exact amount of spirit filled.
- It is intended by the supplier that all casks will be filled within a time period of 9 months from the date of opening at the Distillery ("production date").
- Membership of the founder's club entitles members to receive:
 - We shall send you a Caithness Flagstone Founders Card which shall entitle you to visit your cask and enjoy a tour around the distillery each year
 - As part of our distillery design we will incorporate your name into our building which shall remain there in perpetuity.
 - Within our Tasting Room, our founding members will have their very own place to keep a bottle of Stannergill Whisky to be enjoyed on visits.

Angels Share

- You acknowledge and agree that there will be a loss of both alcohol and volume while the Product matures in your cask(s) which loss occurs as a result of absorption into the wood of the cask and as a result of natural evaporation (called the Angels share). The angels share evaporation rate is dependent on the size of cask, the cask location, filling strength and length of maturation. Therefore, we give no guarantee of the amount of spirit remaining in the cask at the end of the maturation.
- The estimated angels share evaporation rate for a 250L Cask is 2-3% per annum.
- After 10 years of maturation, the anticipated outturn from a cask is approximately 380 x 70cl bottles @ 46% ABV per 250 bulk litres. However, you acknowledge the above as an estimate and cannot be guaranteed due to factors stated in these terms and conditions.

Maturation Insurance

- For a period of 10 years from the filling date we shall insure your cask(s). This insurance is included in the price. You shall be obliged to inform us of any change of address in order for us to keep storage and insurance records up to date.
- In the event that you would wish to store your cask(s) for a period in excess of the 10 years from the filling date. You will be required to pay to us an annual storage and insurance fee at a rate to be determined by us for each additional year of storage. Sampling and cask repairs will also be chargeable after the 10 year period and we will not replace any spirit losses which may occur, nor spirit in your cask which has not matured to the quality standard expected by us.
- You acknowledge and agree that at no point will you obtain any rights in the cask (or casks) itself and that all right, title and risk in the cask(s) shall remain ours. In the event of substantial loss or damage to your cask(s) we shall endeavour to offer you a replacement of the nearest available cask in terms of type, product and distillation date.
- The price does not include the cost of the cask as this will remain in the ownership of Dunnet Bay Distillers at all times during the contract including at the end of the maturation period and subsequent disgorging of the contents.

Bottling and Labelling

- Bottling must be carried out by the Supplier and will be carried out without chill filtration or the addition of any colour. You will have the choice to bottle at cask strength or 46% ABV.
- By your acceptance of these terms and conditions, you irrevocably and unconditionally agree not to bottle and product held in your cask(s) before the 5th anniversary of its filling date
- From the 5th Anniversary of the filling date onwards you shall be entitled to bottle your product.
- You are eligible to bottle your cask in two stages; additional charges will apply if so. If you elect to bottle your product in part there will be an additional cask rental fee of the prevailing rate at the time of re-warehousing.

- The expressions "Stannergill Whisky", "Castletown Mill" and all associated logos and devices are the property of the supplier and the copyright, designs and all rights are owned by and intellectual property reserved by the supplier.
- You may use the expression "Distilled, matured and bottled at Stannergill Distillery" on the labels of the bottles exclusively that contains the product of your cask(s) but only in a manner which the phrase is no more prominent than the principal or other brand featured on said label. You may not use that phrase in relation to product being blended with other whisky, or in relation to any other spirits or products, or goods or merchandise. The label must state that it was distilled, matured and bottled at "Stannergill Distillery"
- Any label designs must be submitted to us in writing prior to bottling date. Approval of any such form of label shall be at our absolute discretion.
- By designing and using a label, you accept responsibility for ensuring that such label complies with the regulation and does not in any way infringe any existing trademark, copyright or other intellectual property rights and you will indemnify us against all claims, losses, damages and expenses which may be incurred by or levelled against us in connection with any actual or purported breach of the regulations or infringement of any trademarks, copyright or other intellectual property rights resulting from the use of such label.

Duty and VAT

- After bottling you will be liable for UK duty and VAT at the prevailing rate at the time unless you can arrange shipping to a bonded warehouse either within or outside of the UK.
- All duty and VAT amounts must be settled, and shipping of your bottles arranged within one month of bottling completion.
- Where you choose to ship your bottles to a destination out with the UK, it shall be your sole responsibility to make all necessary arrangements for the importation of whisky into the country in question, to make full payment of all applicable duties and levies and to ensure compliance with all the rules in respect to labelling.

Terms & Conditions

Cask Buyback

- After the minimum 10-year period, we will offer to purchase your Cask at the prevailing market rate, being the rate that we purchase whisky of a comparable age and value in the three-month period preceding the offer.
- If you choose to sell the cask back to us, this transfer will take place under bond and there will be no duty or VAT to pay.

Samples and visitation

- Once your cask has been paid for and been filled, you will be eligible to visit your cask(s) by appointment only with no less than 10 working days notice. We will use our best endeavours to accommodate visitation requests but reserves the right to refuse or reschedule a visitation due to business needs. To arrange to visit your cask(s) please email casks@stannergillwhisky.co.uk
- Subject to the Master Distiller you will be entitled to a 100ml sample per anniversary year from your cask. This option is subject to payment by you of all delivery, postage, packaging and an administration charge by us, such payment not exceeding £50 per sample.

Change of details

- You must inform us of any change of name or address. In the event that we are unable to contact you (having used reasonable endeavour to do so) on the expiry of 10 years from the filling date, we reserve the right to sell the product and to hold the proceeds on your behalf after deduction of sale costs and any other costs which we may incur from warehousing or otherwise storing product.

Termination of Contract

- The supplier may terminate the contract with immediate effect by giving you a written notice, if any of the following are true;
- You do not pay your initial price or final costs invoice.
- The supplier discovers you are not of the minimum legal age.
- In the event of termination of contract due to the above

clauses, the supplier shall be entitled to dispose of the remainder of your whisky as sees fit and the customer shall not be entitled to a refund.

Title and Risk

- Ownership of the product shall not pass over to you until all amounts in regard to the product has been paid to us in full and the product has been filled into the cask.
- Risk in the product shall pass to you at the point of collection by you or your nominated representative or carrier from us.

Liability

- Nothing in the contract 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 applicable by law.
- Subject to the above clause, we shall not be liable for: loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of use, loss or use of corruption of data or information, or any form of indirect, special or consequential loss whatsoever or howsoever caused.
- Our entire liability, subject to the above clauses, under or in connection with the contract shall be limited to an amount equivalent to the price.

Capital gains tax

- For UK tax payers, UK capital gains tax is not applicable on the purchase of bulk whisky as whisky is regarded as a "tangible", "movable" and "wasting asset". Whisky purchased in cask for personal use, as gifts for family, friends, god children etc should therefore be exempt from capital gains tax. We do not, however, make any representations or guarantees in respect of exemption or otherwise from Capital Gains or any other form of personal tax and you should consult your own independent financial advisors, tax advisors or solicitors in connection with such matter.

Miscellaneous

- Availability. As this is a limited-edition launch offer we expect demand to be high. All requests for orders will be processed in the order they are received by us. Once all the Casks Packages have been sold, we will no longer be able to fulfil any further order requests.
- If you have any questions or complaints, you should contact the supplier by email at "casks@stannergillwhisky.co.uk". If a member wishes to contact the supplier in writing, or if any of the clauses in these conditions requires a member to give the supplier notice in writing, this should be sent to the supplier by email, by hand, or by pre-paid post using the suppliers contact details. The supplier will confirm receipt of this by contacting the Member or give a member notice in writing, it will do so by email, by hand, or by pre-paid post to the address provided to the supplier in the order.
- Any written notices to be made under or in connection with the contract shall be made in English.
- No amendments to the contract will be effective unless it is in writing and signed by us.
- The contract does not create a partnership or joint venture between the parties to it, nor allow either party to act as agent for the other.
- The contract constitutes the entire agreement between you and us in relation to its subject matter and supersedes any prior arrangement, understanding or agreement between them in relation thereto and sets forth the full extent of our obligations and liabilities in respect of the Product.
- Nothing in these terms and conditions is intended to or will be construed as limiting or excluding any liability for fraud or fraudulent misrepresentation.
- A person who is not a party to the contract shall not have any rights under or in connection with it.
- Except as set out in these conditions, any variation to the contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the supplier.
- The contract, and any dispute or claims arising out of or in connection with it or its subject matter or formation

(including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Scottish law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.

- The supplier will use the personal information you provided to it to provide the Whisky to the member and perform its obligations under the contract, process the payment of the final costs invoice and inform the members about similar products or services that the supplier provides, but the member may choose to stop receiving these at any time by contacting the supplier stating that they no longer wish to receive such communications.
- You acknowledge that you are a private customer who is purchasing the product for private, non-commercial use; or you are a UK based revenue trader and are already registered as an owner of warehoused goods in the UK; or you are an overseas revenue trader and have appointed, or will appoint, a UK duty representative.
- You acknowledge and agree that it is your responsibility to understand and thereafter comply with the requirements of HMRC as regards the purchase of the product from us.
- You acknowledge that and agree that the approximate filling level of the cask(s) are a guideline only that each cask will have a slightly different filling volume and that we cannot guarantee any minimum filling amounts.
- Nothing in this contract will grant you any rights in or license to the brand or any of our intellectual property rights.





RESTORING THE PAST
REBUILDING FOR THE FUTURE

www.stannergillwhisky.co.uk

