



Terms & Conditions

1. Introduction

1.1. These terms and conditions govern your relationship with Regent Street Cask Bottlers Company Ltd and apply to all offers, orders and services.

1.2. In these terms and conditions unless stated otherwise You will be identified as a 'Client', Regent Street Cask Bottlers Limited thereafter as 'Regent Street Cask Bottlers'.

2. Due Diligence

2.1. Client must provide all due diligence paperwork requested by Regent Street Cask Bottlers prior to any work being processed.

2.2. Client must adhere to all HMRC requirements for owning and moving goods under duty suspension. The Client must have WOWGR authorisation or if the Client is an international entity, they must have a UK based Duty Representative.

2.3 Regent Street Cask Bottlers will appoint a registered Bottler to carry out the bottling process on it's behalf. This will include, but not limited to, bottling, labelling and ensuring all duty VAT is calculated and paid.

2.4. Regent Street Cask Bottlers will ensure that the subcontracted registered Bottler complies with the legal obligations as a Bonded Warehouse, Bottler and Warehousekeeper and follow all health and hygiene requirements.

2.5. Regent Street Cask Bottlers maintains the right to cancel any agreement with the Client if any legal requirements are not met.

3. Spirituous Beverages

3.1. All spirituous beverages will be delivered to the Client either under bond or duty paid.

3.2. Any delivery of spirits must be agreed with Regent Street Cask Bottlers in writing prior to delivery. Regent Street Cask Bottlers reserves the right to reject any orders or deliveries.

3.3. Regent Street Cask Bottlers will ensure the subcontracted registered Bottler re-gauges the bulk spirits upon receiving them to measure the alcohol by volume (ABV) and Litres of Alcohol (l/alc). The cost of this service will be charged to the Client.

3.4. Regent Street Cask Bottlers will not be liable for any loss of liquid that occurred in a previous place of holding or during transportation.



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3.5. On prior agreement, Client will be able to request that no re-gauge is conducted. However, in that case Regent Street Cask Bottlers will hold no liability in any shortages that are observed by the Client.

3.6. Client is liable to ensure that insurance is in place for their goods.

3.7. Any tempering of the spirit, such as and not limited to reduction and blending, must be agreed with Regent Street Cask Bottlers in writing in advance. Regent Street Cask Bottlers will ensure the subcontracted registered Bottler will not be adding additives to any spirits.

3.8. The subcontracted registered Bottler will not provide Chill Filtration.

4. Bottling & Labelling

4.1. Regent Street Cask Bottlers will provide all dry goods and labels prior to bottling unless sourced by the Client with written prior agreement.

4.2. Regent Street Cask Bottlers will allocate a specific bottling date with subcontracted registered Bottler. Regent Street Cask Bottlers reserves the right to move the date 5 working days either way. Regent Street Cask Bottlers will not be held accountable if bottling is not completed on that date for any reasons that are outside of Regent Street Cask Bottlers' Control.

4.3. The Client may be able to request an earlier bottling date provided that the subcontracted registered Bottler are able to accommodate it. Any orders that are requested by the client to be bottled within 24 hours will incur an additional charge of £1.50 per bottle.

4.4. All Scotch Whisky labels must meet requirements outlined by EU law, Scotch Whisky Association (SWA) and Spirit Drinks Verification Scheme (SDVS). Failure to adhere to them may result in delays and additional costs which will be covered by the Client.

4.5. Regent Street Cask Bottlers will provide the Client with 5 options for labels as detailed in Appendix 1. Option 1 has been confirmed by Regent Street Cask Bottlers as meeting the requirements stated in Point 4.4 above. Options 2 to 5 will require the verifications detailed in Point 4.4. If any label queries are raised, Regent Street Cask Bottlers will request the assistance of the SWA and this may lead to longer lead times thereby potentially amending the bottling timetable initially agreed.



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- 4.6 Regent Street Cask Bottlers have the right to amend the labels detailed in Appendix 1 including adding, amending and withdrawing however any new labels will ensure all label requirements as detailed in Point 4.4. will be complied with.
- 4.7. Regent Street Cask Bottlers confirm the labels obey international copyright laws. Regent Street Cask Bottlers will not be held liable of any copyright infringement.
- 4.8. Regent Street Cask Bottlers will register the brand for Scotch Whisky as per the regulations of the Spirit Drinks Verification Scheme, unless the brand is already registered.
- 4.9. The subcontracted registered Bottler are required to keep a 1L sample of all bottled goods for at least 2 years from the bottling date.
- 4.10. For losses of 5% litres per alcohol or more during production, Regent Street Cask Bottlers will deduct the spirit cost price from the client's invoice, excluding any losses that occurred due to fault of any containers that spirit was delivered in, disgorged to by request of the Client or bottled into any container supplied by the client.

5. Post Bottling Procedure

- 5.1. Client must collect completed goods within 2 weeks of bottling, any extension period must be agreed with Regent Street Cask Bottlers in advance in writing.
- 5.2. Regent Street Cask Bottlers cannot conduct a pick and pack service on behalf of the Client.
- 5.3. Client must provide address(es) and warehouse authorisations of the shipment destination(s) prior to bottling.
- 5.4. If the goods are set for export, Client must provide details of any export paperwork that will be required by the importer. Client will cover the cost of any such paperwork.
- 5.5. Regent Street Cask Bottlers may, on behalf of the Client, arrange the transport of the goods. Regent Street Cask Bottlers will not be liable for any loss or damage sustained during transit. Any costs of such arrangement will be passed on to the Client.
- 5.6 If no one is available at your nominated delivery address to take delivery, Regent Street Cask Bottlers (or its nominated delivery company) will leave you a



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note that the bottled Goods have been returned to Our premises, in which case, please contact us to rearrange delivery.

5.7 If Regent Street Cask Bottlers are not able to deliver the whole of the bottled Goods at one time due to operational reasons, Regent Street Cask Bottlers will deliver the bottled Goods in instalments. Regent Street Cask Bottlers will not charge you extra delivery costs for this.

5.8 Delivery Of the bottled Goods shall be completed when Regent Street Cask Bottlers deliver the bottled Goods to the address you gave Regent Street Cask Bottlers or you or a carrier organised by you collect them from Regent Street Cask Bottlers and the bottled Goods will be your responsibility from that time.

5.9 In the event that you do not contact Regent Street Cask Bottlers to arrange bottling and delivery of your bottled Goods within thirty days of the end of the period set out in the Order, ownership of the Goods shall revert back to Regent Street Cask Bottlers.

6. Storage

6.1 The goods will be accepted, stored, dispatched or otherwise dealt with by Regent Street Cask Bottlers entirely at Client's risk. Neither Regent Street Cask Bottlers or any other body for whom Regent Street Cask Bottlers are responsible will be liable in any way or under any circumstances for any deficiency, loss, mis-delivery, damage, destruction, injury, deterioration, delay of or to or in connection with the same arising in any manner or at any time or from any cause whatever including, in particular, but without prejudice, to the foregoing generality fire or theft, any act, neglect, omission, default, error or misconduct of the part of Regent Street Cask Bottlers or any persons aforementioned or the unfitness or breakdown of the premises, plant, machinery or equipment. No such or any other event above-mentioned affect liability of the Client for payment of rent. This excludes if an act, neglect, omission, default, error or misconduct resulting in loss of goods.

6.2. The goods stored will be subject to rent charge from the date of the warehousing, or where transfer has been acknowledged from the relevant date



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stated in the Delivery Order. If the goods are delivered for bottling purposes the rent will be charged one week from delivery to allow free of charge delivery window for bottling.

6.3. Storage rent rates will be determined from time to time by Regent Street Cask Bottlers in its sole discretion according to the prevailing conditions, any such rate will be payable monthly. In the event of change in rate 30 day notice period will be given to the Client in writing specifying the date as from which the revised rate will apply.

6.4. Regent Street Cask Bottlers shall have a lien on the goods for any debts or liabilities due or to become due to Regent Street Cask Bottlers by, and the all claims by Regent Street Cask Bottlers of every description whatsoever against, the Client or any person in whose order or under whose name the goods are lying from time to time, and, on default by such person in meeting any such debt, liability or claim on its due date, Regent Street Cask Bottlers may at any time thereafter sell the goods in such manner and at such price that Regent Street Cask Bottlers in its sole discretion shall think fit and without previous notice to such person and may apply the proceeds towards or to meet all debts, liabilities and claims due or to become due by such person to Regent Street Cask Bottlers. Regent Street Cask Bottlers shall be entitled to treat the person or persons in whose name goods are sold or transferred as the sole owner of the goods and shall not be bound by any notice of trust, charge, lien or other right of a third party affecting the goods. Regent Street Cask Bottlers shall not be bound to recognise any transfer of the goods by the Client nor be bound to deliver any goods either to the Client or to anyone claiming any right through them, if the goods are subject to Regent Street Cask Bottlers' lien in respect of any kind of debt or liability of or claim against any such Client.

7. Payment of Duties & VAT

7.1 Client may from time to time require bottled stock to be UK duty paid. Regent Street Cask Bottlers can instruct the subcontracted registered Bottler, in their role as Warehousekeeper, to authorise the release of goods from bond. In order to do so, Regent Street Cask Bottlers will instruct the subcontracted registered Bottler to create a W5.

7.2 Client must provide to Regent Street Cask Bottlers a value for the cost of the goods.

7.3 Regent Street Cask Bottlers will supply the W5 (completed by the subcontracted registered Bottler) to the client with the duty and VAT accounted for.

7.4 All EU clients will be charged duty and VAT.



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- 7.5 Clients out-with the EU will not be charged VAT on the W5.
- 7.6 Regent Street Cask Bottlers will provide the payment information for HMRC and instructions for payment.
- 7.7 Client will provide proof of payment upon receipt.
- 7.8 Regent Street Cask Bottlers cannot instruct the subcontracted registered Bottler to let any goods leave the warehouse before Regent Street Cask Bottlers receive proof of payment from the client which will be passed onto the subcontracted registered Bottler
- 7.9 Once receipt of payment is received, Regent Street Cask Bottlers will pass the payment onto the subcontracted registered Bottler to allow the goods to leave the warehouse.

8. Price & Payment

- 8.1 The price of the goods and services will be set out in Regent Street Cask Bottlers price list in force at the time Regent Street Cask Bottlers confirm the Regent Street Cask Bottlers Order. Regent Street Cask Bottlers prices may change at any time, but price changes will not affect Orders that Regent Street Cask Bottlers have confirmed with you.
- 8.2 These prices exclude VAT. UK VAT is charged by HM Revenue and Customs and is payable when the goods are bottled and removed from the approved subcontractors bonded warehouse. VAT is charged on the purchase price of the goods and services at the prevailing rate which is currently 20%. The rate is subject to change and Regent Street Cask Bottlers are not obliged to notify you of any change in the rate of VAT. Regent Street Cask Bottlers will require you to make payment to Regent Street Cask Bottlers, in cleared funds, of an amount equal to the total VAT liability before the goods and services are dispatched for delivery to you.
- 8.3 These prices exclude alcohol duty ("Duty"). Duty is charged by HM Revenue and Customs and is payable when the goods are removed from Regent Street Cask Bottlers bonded warehouse. Duty is paid on the percentage of pure alcohol contained within the goods and services at the prevailing rate. The current rate of Duty payable is £28.74 per litre of pure alcohol (at April 2017). The rate is subject to



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change and Regent Street Cask Bottlers are not obliged to notify you of any change in the rate of Duty. Regent Street Cask Bottlers will require you to make payment to Regent Street Cask Bottlers, in cleared funds, of an amount equal to the total Duty payable before the goods and services are dispatched for delivery to you.

8.4 the Client are liable for all other tax or duty payable in respect of the goods and services including any import or export tax and any tax or duty payable in any country in which you are resident or to which the goods and services are delivered.

8.5 Regent Street Cask Bottlers will not arrange for the goods to be bottled and delivered until all taxes and Duty applicable are paid.

8.6 The price for the goods and services excludes delivery costs. Regent Street Cask Bottlers will provide you with an estimate of the delivery charge once Regent Street Cask Bottlers have been advised of when you would like the goods and services to be dispatched. Upon agreement of the delivery charge Regent Street Cask Bottlers shall issue an invoice for payment of the delivery charge prior to dispatching the goods. Once payment has been received in respect of the invoice, Regent Street Cask Bottlers shall arrange for the goods to be delivered to you within 30 days.

8.7 If you do not make any payment due to Regent Street Cask Bottlers by the due date for payment, Regent Street Cask Bottlers may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Bank of Scotland from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. the Client must pay Regent Street Cask Bottlers interest together with any overdue amount.

9. General



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1. Regent Street Cask Bottlers shall be entitled to alter the foregoing conditions of any services and storage. The Client will be given 30 day written notice in such event.



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Appendix 1

Option 1 – Full Regent Street Brand



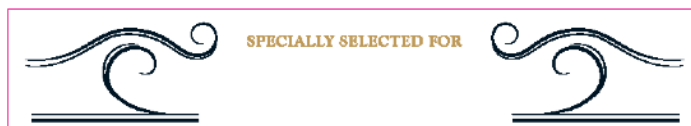
Option 2 – Your Brand Led



Option 3 - Dedication



Option 4 – Your Brand Presence



Option 5 – Fully Bespoke with Small Strip Label



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BOTTLED BY: Regent Street Cask Bottlers