

## THE LAKES DISTILLERY COMPANY PLC

### QUATREFOIL COLLECTION TERMS & CONDITIONS

#### 1. THESE TERMS

1.1 These are the terms and conditions on which we supply the Quatrefoil Collection to you. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, what to do if there is a problem, and other important information.

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

2.1 We are the Lakes Distillery Company Plc, a company registered in England and Wales. Our company registration number is 07769363 and our registered office is at 1st Floor, Grandstand Garage, Kenton Road, Gosforth, NE3 4NB, United Kingdom.

2.2 You can contact us by telephoning our customer service team on +44 (0) 191 255 9800 or by writing to us at [customercare@lakesdistillery.com](mailto:customercare@lakesdistillery.com) or the company registered address.

2.3 When we use the terms "writing" or "written" in these terms, this include emails.

2.4 The use of the terms we/us/our in this document means, us, the Lakes Distillery Company Plc as identified in clause 2.1 above.

2.5 The use of the terms you/your means you, the person who has purchased the Quatrefoil Collection.

#### 3. AGE RESTRICTIONS

3.1 We will not sell goods containing alcohol to anyone who isn't 18 years old or over. By placing an order you confirm that you are at least 18 years old. You must not place an order for alcohol if you are under 18. 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.

#### 4. THE CONTRACT

4.1 Your order constitutes a contractual offer that we may, at our discretion, accept. Our acceptance is indicated by us sending you an order confirmation email.

4.2 A legally binding contract between us and you will be created upon our acceptance of your order, indicated by our order confirmation email. The contract comprises your order (once accepted) and these terms and conditions (the **Contract**). All orders are subject to your acceptance of these terms and conditions.

#### 5. GOODS

5.1 The goods to be supplied to you under this Contract will consist of an exclusive collection of fine whiskies bottled by the Lakes Distillery known as the Quatrefoil Collection.

5.2 The Quatrefoil Collection comprises four unique single malt whiskies representing the leaves of the symbol of the quatrefoil, namely:

5.2.1 Faith;

5.2.2 Hope;

5.2.3 Luck; and

5.2.4 Love.

5.3 The first bottles of whisky in the Quatrefoil Collection will be filled from hand-selected casks in August 2018. Each subsequent year, for the following three years, a different whisky will be produced and bottled by Lakes' whiskymaker and delivered to the purchasers of the Quatrefoil Collection.

5.4 You will receive 4 70 cl bottles of whisky as per the agreed schedule.

5.5 The date for bottling each whisky in the Quatrefoil Collection will be at our discretion and will be dependent upon the spirit reaching the desired level of maturity.

#### 6. DELIVERY

6.1 We shall deliver the goods to the location set out in the order or such other location as you notify to us in writing from time to time (the **Delivery Location**). It is very important that you inform us of any changes in your delivery details during the course of the Contract. You can do this by contacting us at the address set out at clause 2.1 or the email address or telephone number provided in clause 2.2.

- 6.2 We shall use all reasonable efforts to deliver the goods to you as soon as possible following the bottling of the relevant Quatrefoil Collection cask. When your bottle is ready for delivery, you will receive a shipping notification from us. Alternatively, you may arrange to collect the bottle from the distillery during working hours.
- 6.3 If no one is available at your address to take delivery, the courier will leave you a note informing you of how to rearrange delivery or collect the goods.
- 6.4 If you do not collect the goods from us as arranged, or if after two (2) failed delivery attempts to you, you do not rearrange delivery or collect it from a delivery depot, we will return the goods to our premises and attempt to contact you by email or telephone to organise delivery. In these circumstances, we may charge you for storage costs and any further delivery costs.
- 6.5 If we are unable to contact you to arrange delivery within ninety (90) days of the goods being returned to our premises, we shall be entitled to dispose of the undelivered goods as we see fit. We will hold any sale proceeds on your behalf after the deduction of sale costs and storage costs which may have been incurred as a result of the disposal.
- 6.6 If the supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and 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. If there is a risk of substantial delay we may, at our discretion, (i) refund the proportion of the purchase price which relates to the bottle in question, being a quarter of the Price; or (ii) deliver an alternative like product to you.
- 6.7 You shall have the risk of damage to the goods when you take physical possession of the goods. However, please see clause 10 'faulty, damaged or incorrect goods' if there are problems with the goods.

## **7. OUR RIGHTS TO MAKE CHANGES**

- 7.1 We may change the product:
- 7.1.1 to reflect changes in relevant laws and regulatory requirements such as laws relating to the production of alcohol or weights and measures legislation; and
- 7.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the goods.

## **8. CANCELLATION**

- 8.1 Cancellation of an order:
- 8.1.1 you may cancel an order, within fourteen (14) days from the day on which we issue our order receipt email;
- 8.1.2 you must notify us in writing of your intention to cancel (using the attached model cancellation form) within the fourteen (14) day term set out in clause 8.1.1. We will confirm your cancellation in writing; and
- 8.1.3 if you cancel an order under clause 8.1.1 and you have paid the Purchase Price we will refund this to you.
- 8.2 The goods in the Quatrefoil Collection are an alcoholic beverage whose value is dependent on fluctuations in the market which we cannot control, orders may only be cancelled within the 14 day period set out in clause 8. We regret that orders cannot be cancelled after this time.

## **9. CONSUMER RIGHTS**

- 9.1 As a consumer, you have legal rights in relation to the goods including where it is faulty or not as described. This includes your statutory right to return faulty, damaged or incorrect goods within thirty (30) calendar days of their receipt by you. Please see clause 10 for further details regarding what to do if you receive faulty, damaged or incorrect goods.
- 9.2 Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. Nothing in these terms and conditions will affect these legal rights.

## **10. FAULTY OR DAMAGED GOODS**

- 10.1 If goods are damaged in transit and the damage is apparent on delivery, you should sign any applicable delivery note to the effect that the goods have been damaged and notify us immediately. Do not hand the goods back to the courier. Please make goods available for our collection or return them as agreed with us. We will account for the reasonable costs of return.
- 10.2 You are required to make a thorough inspection of the goods within 30 calendar days of receipt. If you find that the goods supplied have faults or are incorrect you should contact us immediately, (and in any event within thirty (30) calendar days of receipt) to arrange collection and return. Goods must be returned in their original condition (bottle

seal unopened) with all packaging and documentation. The packaging does not need to be unopened. Please contact us to arrange collection and/or return. We will account for the reasonable costs of return.

- 10.3 Upon notification of the damage and receipt of the damaged goods in accordance with clauses 10.1 and 10.2, we may, at our discretion and subject to availability, replace the damaged goods. If no replacement is available, we may substitute the damaged goods for like goods of equivalent value at that date, or refund the proportion of the Purchase Price to which those goods relate.
- 10.4 Where agreed, refunds will be issued no later than fourteen (14) calendar days after receipt of the returned goods and will include standard delivery charges. Additional costs such as express delivery and gift-wrapping cannot be refunded.
- 10.5 Provided they have been stored correctly (please see clause 10.6 below), the goods will maintain their quality. For this reason, it is only in very unusual circumstances that we would expect to discover any defects with the product outside of the time frame specified in clause 10.2. If such circumstances arise and following our own inspection we are satisfied that the goods are indeed defective through no fault or action of yours, we will seek to remedy this by replacing the bottle. If this is impossible, we will replace the goods with a like product to the value of the goods at the date of production, or refund the proportion of the Purchase Price to which those goods relate.
- 10.6 Please note that the goods should be stored out of direct sunlight and away from heat or naked flames, such storage may void your right to a refund or replacement.

## **11. PRICE AND PAYMENT**

- 11.1 The price to purchase the Quatrefoil Collection is as stated at time of purchase inclusive of VAT (**Purchase Price**). You can pay this in one lump-sum payment at the time of placing your order.
- 11.2 Alternatively, you can make payment in 12 instalments – a deposit may also be required as stated at time of purchase. If a deposit is required, this will be paid at the time of placing your order, followed by the relevant payment instalments being paid by Direct Debit.
- 11.3 Upon placing your order you will select your preferred payment option. We use third-party payment gateways to process payment on our behalf. Your debit/credit card will be charged at the point of purchase if specified. We do not hold customer card details.
- 11.4 The Purchase Price is inclusive of the cost of bottling the whisky and, provided that the Delivery Location is within the United Kingdom, the costs and charges of packaging, insurance, any applicable taxes and duty and delivery of the goods.

## **12. CUSTOMER CIRCUMSTANCES**

- 12.1 Should you die or, by reason of illness or incapacity (whether mental or physical), become incapable of managing your own affairs or become a patient under any mental health legislation we shall continue to supply the goods to the Delivery Location, but shall recognise instructions in connection with the Contract (including but not limited to any amendment to a Delivery Location or the right to cancel the Contract under clause 8 only from the personal representatives, or those persons duly authorised to act on your behalf.

## **13. OUR RIGHT TO CANCEL THE CONTRACT**

- 13.1 We may terminate the Contract at any time with immediate effect by giving you written notice if:
- 13.1.1 you have elected to pay the Purchase Price by instalments and fail to pay an instalment and you do not make payment within 14 days of us reminding you to do so;
  - 13.1.2 you do not, within a reasonable time, allow us to deliver the goods to you or collect the goods from us (in accordance with clause 6);
  - 13.1.3 we discover that you are not of the minimum legal age as confirmed at clause 8; or
  - 13.1.4 you breach clause 14.2 of the Contract (you use the whisky for commercial, business, or resale purpose).
- 13.2 In the event of termination by us in accordance with clause 13.1, you will be refunded any amounts of the Purchase Price you have paid and for which you have not received goods. We shall make no further delivery of goods to you and we shall be entitled to dispose of the remainder of the whisky in the Quatrefoil Collection as we see fit without liability to you.

## **14. RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 14.1 If we fail to comply with the Contract, we will be responsible for loss or damage suffered by you that is a foreseeable result of our breach or our failure to use reasonable care and skill. But, subject to clause 14.4, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by both you and us at the time of entry into this Contract.

- 14.2 We supply the goods under this contract for domestic and private use. You agree not to use the goods for any commercial, business or re-sale purpose.
- 14.3 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.4 We do not exclude or limit in any way our liability for:
- 14.4.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 14.4.2 fraud or fraudulent misrepresentation;
  - 14.4.3 breach of your legal rights as a consumer where defective products are supplied (for further details see clause 10); or
  - 14.4.4 anything which cannot be excluded or limited by applicable law.

## 15. YOUR PERSONAL INFORMATION

- 15.1 We will use the personal information you provide:
- 15.1.1 to provide the goods to you and perform our obligations under the Contract with you;
  - 15.1.2 to process the payment of the Purchase Price; and
  - 15.1.3 to inform you about similar products or services that we provide (provided you agree to us providing this information to you). Note that you may choose to stop receiving these communications at any time by contacting us stating that you no longer wish to receive such communications.
- 15.2 We will not give your personal data to any other third party or marketing purposes without your prior written consent.

## 16. OTHER IMPORTANT TERMS

- 16.1 **Assignment and subcontracting.** 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. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract without our prior written consent.
- 16.2 **Notices.** If you have any questions or complaints, you should contact us by telephoning +44 191 2559800 or by e-mail at [customercare@lakesdistillery.com](mailto:customercare@lakesdistillery.com). If you wish to contact us in writing, or if any clause in these terms and conditions requires you to give us notice in writing, this should be sent to us by e-mail, by hand, or by pre-paid post using the our contact details above. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address provided to us in the order.
- 16.3 **Severance.** 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. If any invalid, unenforceable or illegal clause of the Contract would be valid, enforceable and legal if some part of it were deleted, the clause shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.4 **Waiver.** 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 products, we can still require you to make the payment at a later date.
- 16.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.6 **Variation.** 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 us.
- 16.7 **Governing law and jurisdiction.** These terms are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of in connection with the Contract.

**The Lakes Distillery Company Plc**

**April 2018**

**Quatrefoil collection CANCELLATION FORM**

Please either post to:

The Lakes Distillery Company Plc  
1st Floor, Grandstand Garage  
Kenton Road  
Gosforth  
Newcastle-upon-Tyne NE3 4NB

Or e-mail to [customercare@lakesdistillery.com](mailto:customercare@lakesdistillery.com)



**THE LAKES SINGLE MALT QUATREFOIL COLLECTION  
CANCELLATION FORM**

**By post to:**

**The Lakes Distillery Company Plc  
1st Floor, Grandstand Garage  
Kenton Road  
Gosforth  
Newcastle-Upon-Tyne  
NE3 4NB**

**Or by fax to: 0191 213 6479**

**Or by e-mail to [customercare@lakesdistillery.com](mailto:customercare@lakesdistillery.com)**

**I/We [\*] hereby give notice of my/our intention to cancel my/our order of the following:**

**The Lakes Single Malt Quatrefoil Collection**

**Full Name(s):**

**Address(es):**

**Signature(s):** .....

**Date:**

**[\*] Delete as appropriate**