



## May 2024 Limited Cask Release programme

### **An opportunity to secure one of only thirty 30L casks to be released to the public in Spring/Summer 2024.**

After the success of our first Cask Programme, which saw 150 casks sold to individuals, and hot on the heels of our limited edition bottle release in April 2024, we are offering an exclusive opportunity to become a Cask Owner with In the Welsh Wind.

Be part of Welsh Whisky history and secure a cask (or casks) of our Welsh origin single malt Welsh whisky distilled from barley grown locally to south Ceredigion and malted on site at our distillery in west Wales.

### **Why should I buy a cask in May 2024**

This is the only cask release we currently anticipate in 2024.

While our production is limited, we need to balance the demand for individual 30L casks with our own requirements for bottling. Having assessed our liquid stocks, we are ready to release 900 litres, in 30L casks, to individual whisky connoisseurs!

### **What are the benefits of being a Cask Owner?**

You'll secure your own piece of Welsh whisky history, and become part of the In the Welsh Wind story as we scale our production. Alongside the excitement of choosing your seasoning, and the anticipation of receiving your whisky after maturation, there are a number of other benefits to being one of our Cask Owners:

- Exclusive Cask Stories updates by email
- Cask Owners discount code which offers 20% off the In the Welsh Wind and Eccentric standard ranges (70cl bottles).
- Distillery visits to see your cask
- Sampling opportunities

### **Why single malt Welsh whisky?**

Single malt Welsh whisky is a relative newcomer to the whisky world – but already punches above its weight. In the Welsh Wind has been distilling in earnest since July 2022, producing a New Make Spirit that offers an exciting flavour profile from the outset. Our Cask Programme offers the opportunity to secure your own cask of New Make Spirit, and to mature it at the distillery for a minimum of 3 years. 'Single malt Welsh whisky' is a protected term, requiring specific conditions relating to the water used, distillation, maturation and bottling in Wales, to be fulfilled before a spirit can take this name.

### **What is 'Welsh Origin' whisky**

Here at In the Welsh Wind, we have always believed that the Welsh whisky market, and whisky lovers, deserve a product that is as Welsh as it can be. Our Welsh Origin whisky not only meets the conditions for a single malt Welsh whisky, it goes a step further. We source grain from farms local to the distillery and we have developed a malting process that we carry out on site at the distillery. Factor in water from our on-site bore hole, and maturation here in west Wales, we believe this is the truest expression of a 'Welsh whisky' currently available.

### **How sustainable is Welsh Origin Whisky?**

Whisky production is energy and water heavy, so it's difficult for any distillery to claim 'green' credentials for its whisky production. That said, we keep our energy costs down by removing the need to transport our grain to England for commercial malting (and bringing it back again), and we mash in on green grain – we do not kiln dry our malt. Looking at the community benefit of Welsh Origin whisky, we pay a higher price to our farmers for whisky grade barley than they can command for animal feed grade barely; the growth of our Welsh Origin whisky production is also fuelling the development of skills in our area – we have a thriving apprenticeship programme at the distillery.

### **What size casks are available?**

Our Single malt Welsh Whisky May 2024 Cask Programme offers thirty 30 litre casks of New Make Spirit.

### **What casks do we use to mature your New Make Spirit into whisky?**

We use STR (Shaved, Toasted and Re-coopered) casks which we source from partner cooperages. Staves from larger casks are selected and remade into 30L casks. The original charring is shaved off the inside of the staves, and the barrel is re-charred to provide a new surface which we can season to your choice. We offer the choice of 7 different seasonings for our 30L casks, as follows: red wine, sweet white wine, palo cortado sherry, dry sherry, sweet sherry, vintage port and ruby port. We can assist you to make your seasoning choice.

### **How long must the New Make Spirit mature for?**

The minimum period of maturation for New Make Spirit to become single malt Welsh whisky is 3 years. The Minimum Allotted Time for maturing our 30L casks is 3 years. The cost includes maturation for this period.

### **Can I remove my whisky before or after this period?**

If the New Make Spirit is removed from the cask before 3 years, it will not be single malt Welsh whisky, so we would not recommend this.

We can discuss maturation for a longer period than the Minimum Allotted Time, and the associated costs of storage and insurance that may be involved in this which you would be responsible for.

### **Can I visit the distillery and sample my whisky as it matures?**

Cask Owners are always welcome at the distillery. Please get in touch in with us 01239 872300/ [caskowner@inthewelshwind.co.uk](mailto:caskowner@inthewelshwind.co.uk) to let us know when you're in the area so we can get the coffee on and make sure your cask is available. In terms of sampling, the more that you sample during maturation, the less there will be to bottle. We suggest a sampling once a year and if you are unable to visit the distillery, we can provide a sample for you in the post. The List Price includes one 100ml sample per year – for more, we will charge a small fee to cover bottle and postage of the sample.

### **Can I keep the cask my whisky has been matured in?**

We are unable to sell the 30L casks on – these remain the property of the distillery

### **Where will my whisky be bottled?**

We will bottle and label your whisky at the distillery. There will be a cost for this, which we will quote for as the end of the Minimum Allotted Time approaches. We will allocate a bottling slot to your whisky and advise you of the same.

### **What will the labels look like?**

We will use a standard In the Welsh Wind Cask Owner label (included in the list price costs) unless you wish to provide your own labelling solution at your own cost. Our standard labels include the opportunity for some customisation – we can discuss this with you as bottling draws closer!

If you prefer to create your own labels at your own cost, you can do so, provided they will fit our bottles and labelling equipment, and contain the necessary statutory information – we can advise on this.

### **Can I arrange for my own bottling and labelling?**

We can make arrangements for your matured whisky to be available for collection so that you can transport it elsewhere for bottling and labelling at the end of the Minimum Allotted Time, at your own risk. If this is an option you are considering, please get in touch so we can liaise to ensure a smooth handover. There may be additional costs involved which will fall to you.

***Please bear in mind that if the spirit is bottled outside of Wales, it will not be able to carry the description 'single malt Welsh whisky'.***

### **What are the list price costs?**

**30 Litre Casks - £2,000**

### **What does the List Price cost include?**

The List Price of the cask includes:

- 30L New Make Spirit
- Use of the cask to mature your spirit
- Space in our cask store for your spirit to mature for the Minimum Allotted Time, depending on volume of liquid (3 years for 30L)
- Storage of your New Make Spirit in our bonded warehouse space for the Minimum Allotted Time
- 1 annual 100ml sample posted out to you (or available to collect if you visit the distillery)
- A bottling slot
- The matured whisky from your cask
- Insurance to the value of the cost of the New Make Spirit at the time of purchase for the Minimum Allotted Time for maturation and bottling (where bottling takes place immediately following the Minimum Allotted Time) until the point where the whisky is available for you to collect/take delivery.
- Cask Owners Certificate and membership of our Cask Owners Club

### **What do these costs not include?**

The List Price of the cask does NOT include:

- Ownership of the cask itself
- Additional samples beyond the annual sample
- The costs of bottling and labelling – we will send you a quote for bottling and labelling costs as the end of the Minimum Allotted Time (or longer period, as agreed separately) approaches
- Any labelling solution which is not the standard In the Welsh Wind Cask Owner label
- Excise duties and VAT – these become liable before the liquid leaves the distillery.
- Costs of storage, insurance and any other costs associated with maturation beyond the Minimum Allotted Time.

### **How do I purchase a 30L cask?**

Our Welsh Origin Whisky casks are available to purchase from the website:

[www.inthewelshwind.co.uk/WelshOriginWhisky](http://www.inthewelshwind.co.uk/WelshOriginWhisky). We recognise that this is a significant purchase and will be pleased to discuss any queries you have before you actually click to buy. If online purchasing is not something you feel comfortable with, we can process the sale using an invoice. Please get in touch with us at the distillery by phone 01239 872300 or email [caskowner@inthewelshwind.co.uk](mailto:caskowner@inthewelshwind.co.uk).

## Terms and Conditions

### Welsh Origin Single Malt Welsh Whisky 30L casks

#### 1. CONTRACT OF SALE

- a. Completion of the online order process through our online ordering system or payment of invoice, acknowledgment by In the Welsh Wind Distillery and these Terms and Conditions comprise the contract of sale for the purchase of a batch of New Make Spirit (Welsh barley, malted at In the Welsh Wind) and maturation and cask storage services ("the Whisky") between In the Welsh Wind Distillery Limited, a company registered in England and Wales under number 11166962 whose registered office is Gogerddan Arms, Tanygroes, Cardigan, Ceredigion, SA43 2HP (also referred to as "In the Welsh Wind", "the Distillery", "us", "our" or "we") and the customer whose details appear on the online order system or invoice or purchase completed offline (also referred to as "the Owner", "you" or "your").
- b. The production period for the Whisky referred to in this document is ongoing from our first agreed distillation date. You will be allocated New Make Spirit from the next available distillation period, on a first come first served basis.
- c. This contract of sale is governed by the Law of England and Wales and you and we agree to and accept the exclusive jurisdiction of the English Courts in respect of any matters arising from it.

#### 2. OWNERSHIP

- a. The Whisky is available for purchase only by an individual who is at least 18 years old and of legal age for consuming and purchasing alcoholic beverages in the country where the purchaser is resident and where the Whisky will be consumed ('the Owner'). Whisky is sold for the purposes of whisky enthusiasts to become part of the In the Welsh Wind story, and to make an important contribution to the future of Welsh whisky.
- b. Syndicates may be formed at the discretion of the Owner. However, the Owner must provide In the Welsh Wind with a single point of contact who is at least 18 and of legal age for consuming and purchasing alcoholic beverages in the country where he or she is resident and where the whisky will be consumed and who will be the legal owner of the Whisky for our purposes. Full contact details of the Owner must be supplied at the time of purchase. It is your responsibility to keep us informed of any change of contact details.
- c. Once the Whisky has been charged into the identified cask and laid down for maturation, the Owner will be sent a Certificate of Ownership. The Owner will then be deemed to have taken title of the Whisky within the cask.
- d. Except in the case of inheritance, ownership of the Whisky cannot be transferred without the Distillery's consent in writing. Ownership may only be transferred to another single, named individual who is at least 18 and of legal age for consuming and purchasing alcoholic beverages in the country of residence where the whisky will be consumed. Upon transfer of ownership, the new owner shall be deemed to be bound by these Terms and Conditions. An administration fee shall be payable on each change of ownership.
- e. In the unlikely event that the Distillery do not approve the transfer of ownership, the Distillery may, at its discretion, purchase the Whisky back from the Owner at the original price of the Whisky.

#### 3. CASK AND CONTENTS

- a. Whisky is available on a first come, first served basis.
- b. The Whisky on offer will be matured in the selected cask. The New Make Spirit for our Whisky is from barley grown in Wales and floor- malted here at the Distillery.
- c. The cask containing your Whisky will be adorned with your cask number. If you purchase a 30L cask (or multiple thereof) the Distillery retains ownership of the empty cask after maturation and bottling.

#### 4. PRICE AND PAYMENT

- a. The List Price is exclusive of bottling and labelling and Duty and VAT, along with any costs incurred through maturing the whisky beyond the Minimum Allotted Time. The Initial Price includes the cost of the New Make Spirit and use of the cask in which your Whisky is matured. Warehousing, insurance (for provision of a replacement Whisky in the event of loss) and repairs (which cover work required in the event of a leak, and replacement of any spirit lost as a result of such leakage) is also included, for the Minimum Allotted Time your whisky will need to mature, from the date the Whisky is charged into the cask.
- b. Whisky is sold on a first come first, served basis from our distillation periods. Once we receive your Order, you will receive an automated email through our online order system, or we will provide you with an acknowledgment via email if the purchase is completed online. Payment in full is required to secure your New Make Spirit.
- c. If payment has not cleared within 5 working days we will assume that payment has failed and the New Make Spirit will be allocated to the next prospective Owner.

#### 5. FINAL COSTS

- a. Payment for bottling and labelling is due when the spirit is ready for bottling at the prevailing rate + VAT per bottle. Bottling and labelling charges may fluctuate.
- b. Excise Duty (Duty) and VAT are due for payment after the Whisky has been bottled and the finished goods (bottled whisky) are ready to be removed from the bonded warehouse. Duty is the charge levied by Her Majesty's Revenue and Customs (HMRC) based on the percentage of pure alcohol per bottle of whisky. The current rate in the UK is £31.64 per litre of pure alcohol (valid at 01 May 2024) which equates to £10.19 per 70cl bottle at 46% abv. VAT is currently 20%. This is charged on the original purchase price of the Whisky, plus the Duty. For example: Based on today's rates for a 30L cask

Duty: 27.5 litre after maturation at 55% ABV and 31.64 (current price per litre of pure alcohol) =  
£478.55

VAT: £2000 + duty value (478.55) @20% VAT = £495.72

The total costs of the whisky including Duty and VAT would therefore be £2974.27

*NB this example is based on VAT and duty rates as at 01 May 2024.*

Both Duty and VAT are subject to change by the UK Government. If any future legislation affects the VAT payable on Whisky stored under bond, the Distillery reserves the right to charge the applicable VAT rate at any time.

- c. At our discretion, the cask in which your Whisky has matured may be available to you to purchase. Should you wish to purchase your cask, please get in touch with us at the distillery 01239 872300/ caskowner@inthewelshwind.co.uk to register your interest prior to your Whisky being bottled ("the bottling date"). We will advise you of the purchase price of the cask at that time. Unless you tell us before bottling that you wish to purchase your cask, it will be circulated back into production and will not be available for purchase.

#### 6. MATURATION AND SAMPLES

- a. Your batch of New Make Spirit will be charged into the cask at our filling strength of 63% abv.
- b. The casks will be matured within Distillery stores for the entire maturation period. The Distillery will advise when the spirit is deemed to have reached maturity (the "Recommended Date") and is ready to bottle. You can request a further period of maturation at a cost to be advised by us. If you wish to further mature your whisky based on the costs advised, we will fix a new Recommended Date.
- c. The quality of whisky bearing the In the Welsh Wind Distillery name, whether under our own label or through a Whisky sale, is paramount. We strongly advise that you agree to a bottling date as close to the Recommended Date as possible.
- d. Samples can be drawn from your Whisky at your request at any time, to allow you to taste spirit development. However, as the more samples are taken the less Whisky you will have available to bottle, we suggest sampling once a year. The Distillery will cover any Duty and postage that may become payable on one 100ml sample per year. Should you choose to request samples more frequently, or in greater volumes, you will be liable for any Duty and postage relating to those samples. Small samples will also be drawn from time to time by the Distillery to monitor spirit maturation.
- e. Some loss of spirit is expected during the maturation process. Natural evaporation and subsequent loss of spirit from casks will occur at an approximate annual rate of 3% (the 'Angel's Share'). This percentage may vary slightly from year to year. Bottling losses of approximately 1% are also to be expected.
- f. By way of example, a 30-litre cask could yield approximately 27.5 bulk litres after three years. Losses can vary with length of maturation, climate, and location of cask within the bonded warehouse. We give no guarantee of the amount of spirit bottled at the end of the maturation period.
- g. Wooden casks are a natural product, and variation in matured Whisky does occur. If for some reason the matured spirit is significantly below the standard expected of a distillery single malt whisky release, as judged by the Distillery tasting panel, the Distillery will exchange the Whisky for whisky of a similar type and age.

#### 6. ADDITIONAL BENEFITS

- a. From the date of purchase to the date of bottling, Owners will benefit from exclusive offers and opportunities at the distillery communicated through the Cask Owners Newsletter from time to time.
- b. In agreeing to purchase Whisky under these terms and conditions, you agree to us adding your email address to our Cask Owners newsletter mailing list.
- c. You are welcome to visit your cask at any time by pre-arranged appointment. We will do our best to accommodate your visit, but we cannot guarantee visits outside of pre-arranged Cask Owners' Days.

#### 7. BUYBACK

- a. We may offer to buy back your Whisky if you do not want to proceed with bottling on or within 3 months following the end of the Minimum Allotted Time. Any offer to buy back, and the buyback price will be at our discretion and if we deem it appropriate, we will make you an offer following sizing and gauging of your Whisky. If we do make an offer to buyback the whisky and you choose not to accept the offer, you will remain liable for the costs of bottling and labelling, duty and VAT as detailed above.

#### 1. BOTTLING, LABELLING AND DELIVERY

- a. All bottling and labelling will be carried out by In the Welsh Wind Distillery unless agreed otherwise.
- b. The date at which the spirit is bottled (the "Bottling Date") will be agreed with you and should occur on or within 3 months following the end of the Minimum Allotted Time.
- c. The Bottling Date can be postponed at your request.
- d. You can choose to have your Whisky bottled at cask strength or at a lower ABV depending on liquid qualities. All bottles will be non-chill filtered and no colouring will be added.
- e. The Whisky must be bottled in its entirety.
- f. Your Whisky will be labelled with a Distillery-designed Cask Owners' label, bottled in the Distillery's 'house style' premium glass bottle, closed with a suitable closure and finished with a tamper proof seal and packed into cases. The label will have space available for the Owner to include a printed message or name if they wish, for no extra charge.
- g. You may provide your own label at your own cost, subject to approval or material and compliance with statutory labelling requirements. If your label does not comply with statutory requirements, or work within the parameters of our labelling systems, we will label the whisky with our own label as above.

- h. Delivery or collection of your Whisky should be arranged and paid for by you after bottling, and a suitable delivery/ collection date agreed between you and In the Welsh Wind Distillery. Risk shall pass to you at the point of collection by you or your representative or carrier from the Distillery.
  - i. In the Welsh Wind Distillery may organise delivery on your behalf at cost price plus an additional administration fee.
- 2. UK WAREHOUSE OWNERS AND WAREHOUSE GOODS REGULATIONS
  - a. To comply with the UK Warehouse Owners and Warehouse Goods Regulations (“WOWGR”) you are required to confirm that you are a private individual purchasing the Whisky for private consumption or gifting and that the ultimate bottled Whisky will not be sold or traded for profit. Your completion of the online order form or signing of postal order form will be deemed by us to be your confirmation of WOWGR compliance.
- 10. CAPITAL GAINS TAX
  - a. For UK tax payers, UK Capital Gains Tax is not applicable as whisky is regarded as a “tangible”, “moveable” and “wasting asset”. Whisky purchased in cask for personal use or as gifts for family, friends, etc. should therefore be exempt from Capital Gains Tax on realisation of the asset.
  - b. 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 matters.
- 11. NON-PAYMENT OR LOSS OF CONTACT
  - a. If, despite our best efforts, we are unable to contact you within 3 months after (i) the end of the Minimum Allotted Time and/or (ii) any payment due under these terms and conditions is not made when due, ownership of the Whisky reverts to In the Welsh Wind Distillery Ltd.
- 12. INTELLECTUAL PROPERTY RIGHTS
  - a. The expression “In the Welsh Wind Distillery” and all associated logos and devices are the property of In the Welsh Wind Distillery Limited and the copyright, designs and all rights are owned by and intellectual property reserved by In the Welsh Wind Distillery Limited.
  - b. Nothing in this contract will grant you any rights or licence to any of our intellectual property rights.
- 13. LIABILITY
  - a. Nothing in these terms 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 excluded by applicable law. Subject to this and unless otherwise provided in these terms, we shall not be liable for any form of indirect, special or consequential loss whatsoever or howsoever and our entire liability under this contract of sale shall be limited to an amount equal to the price of the Cask. If you require any further information please get in touch with us on 01239 872300, or [caskowner@inthewelshwind.co.uk](mailto:caskowner@inthewelshwind.co.uk).
- 14. GOVERNING LAW AND JURISDICTION
  - a. This contract is governed by the laws of England and *Wales*. Each party to this agreement irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the courts in England and Wales.