



WHISKY FOUNDERS CLUB

EXCLUSIVE MEMBERSHIP

January 2026



As a member of THE FOUNDERS CLUB, you'll be involved from the very start of our whisky production.

Enjoy exclusive access to a FOUNDERS CLUB inaugural release from single, highly exclusive casks that will be only available to club members. Your membership supports our growth and enables us to further expand our distillery, invest in stills, and increase our production capacity.

Join us on the Journey.



ISLE OF SKYE DISTILLERS

Raised on the Isle of Skye, we are Thomas and Alistair Wilson, the brothers behind the family-owned Isle of Skye Distillers.

As proud islanders, provenance is everything to us. This is reflected in everything we do, from preserving our home through sustainable practices to supporting the community with every bottle sold. Our award-winning, hand-crafted, Misty Isle gins and vodka are released in limited batches and inspired by the wild and rugged beauty of the Isle of Skye.

We have been established since 2016 and we are expanding our spirits distillery to include a new whisky distillery, all in the heart of Portree.

We hope you can join us by investing in our FOUNDERS CLUB and enjoy the future benefits of being part of our extended family

Mòran Taing (Many Thanks in Gaelic)

Thomas Wilson

Alistair Wilson



EILEAN A' CHEÒ

Our Membership Package is limited to only 500 and our Premium Package will only have 25 exclusive members.

To perfectly complement our Misty Isle Gin, we are calling and branding our Whisky **EILEAN A' CHEÒ** which translates in Gaelic to 'The Island of Mist' a perfect brand name! We already have it embossed on all of our existing gin and vodka bottles.

Our unique bottle design and packaging is being kept under wraps until launch day. There will be no mistaking that this will be a single malt whisky from the Isle of Skye.



Our low impact, eco-distillery will be fully completed and ready for whisky production in 2026, this is an extension to our existing Gin distillery.



FOUNDERS CLUB MEMBERSHIP

Join us on our
journey.

Membership
purchase limited
to only 500.

Price: £599.00

- **70cl bottle of our Classically Aromatic Gin**, receive our membership pack with your certificate, membership number and a 3 pack 'Miniature Box' of our other gins.
- **FOUNDERS Bottle**, when matured, you will receive 1 x 70cl 'Founders Bottle' branded and labelled from first cask releases, and limited to 500, plus 1 x miniature for tasting/sampling.
- **FIRST Release**, limited edition 1 x 70cl bottle of the first release Isle of Skye Distillers, EILEAN A' CHEÒ branded whisky.
- **SECOND Release**, limited edition 1 x 70cl bottle of the second release EILEAN A' CHEÒ branded whisky.
- **Founders Club Card**, made from the copper repurposed from our older stills and personally engraved.
- **Your name/family name engraved** on 'Founders' plaque made from whisky staves and hung on the distillery wall.
- **10% off** on online orders and from our retail shops for 10 years.
- **Free distillery tour** each year for life.
- **Polo Shirt and enamel pin badge** branded Isle of Skye Distillers Founders Club.
- **Hip-flask** branded Isle of Skye Distillers Founders Club.
- **Exclusive membership offers** and substantial discounts not available to the general public or through our shops.



FOUNDERS CLUB PREMIUM MEMBERSHIP

Receive everything in the Founders Club membership, PLUS these very exclusive and individually tailored benefits. We are limiting this offer to only **25 members** ensuring that personal touch.

Price: £6995.00

- FREE use of Isle of Skye Distillers Whisky themed apartment in central Portree for 1 week (2 bedrooms)
- One day full tour of Isle of Skye accompanied by professional tour guide
- Dinner for 2 at luxury restaurant on Skye Michelin star or equivalent rating/service
- Itinerary/logistics planning if travelling from abroad
- Private distillery tour with founders of Isle of Skye Distillers
- Premium members plaque on distillery wall (exclusive to 25 names)

FOUNDERS CLUB MEMBERSHIP - ORDER FORM

Upon receiving your signed completed form, we will contact you to process payment. Upon payment, a receipted invoice and a membership certificate will be sent to you in the first place with your other benefits dispatched as soon as they are ready. We will communicate with you for your full requirements.

Please print clearly or fill up the below electronically. All information received below will appear on your certification.
Send back to us either by post or email to: sales@isleofskyedistillers.com

TITLE:

FULL NAME:

ADDRESS:

COUNTRY:

POSTCODE/ZIP:

FOUNDERS CLUB
MEMBERSHIP £599.00

FOUNDERS CLUB MEMBERSHIP
PREMIUM £6995.00

Please tick option

EMAIL:

TELEPHONE
+ INTERNATIONAL CODE

MOBILE NUMBER
+ INTERNATIONAL CODE

SIGNED:

DATE:

DISCLAIMER:
By signing to purchase this membership, I confirm that I have read the terms and conditions.



ISLE OF SKYE
DISTILLERS



THE SPIRIT OF SKYE

TERMS AND CONDITIONS
OF BEING AN ISLE OF SKYE DISTILLERS
FOUNDERS CLUB MEMBER.

TERMS & CONDITIONS WHISKY FOUNDERS CLUB

1. BASIS OF CONTRACT

- 1.1. These terms and conditions as amended from time to time (the “**Conditions**”) together with the application form made available by us and completed by you (the “**Order**”) constitute the contract between Isle of Skye Distillers Ltd, a company registered in Scotland with company number SC530264 and having its registered office at **Hillfoot, Viewfield Road, Portree, Isle of Skye, Scotland, IV51 9ES** (“**we**”, “**us**”, “**our**” and the “**Distillery**”) and you the person whose details are set out in the Order (“**you**”, “**your**” and the “**Member**”) in connection with your membership of the Distillery’s “Founders Club” a scheme whereby we will provide you with certain products and benefits relating to the Distillery in return for the payment of a fee. (the “**Contract**”).
- 1.2. Our email address is sales@isleofskyedistillers.com and our telephone number is **+ 44(0)1478 611746**. Our VAT number is: **240199517**
- 1.3. No other terms shall form part of the Contract except, whether referred to in correspondence, implied by course of dealing, or otherwise.
- 1.4. The submission of an Order by you may be made using the form set out upon the Distillery’s website, online upon the Distillery’s website or by post to the address for the Distillery set out above.
- 1.5. The submission by you of an Order constitutes an offer to become a member of the Founders Club in accordance with these Conditions. You are responsible for ensuring that the terms of the Order are complete and accurate. You may withdraw any Order submitted to us prior to our acceptance, for any reason. If you wish to do this please contact us using the details set out above.
- 1.6. Orders may be accepted or declined by the Distillery at their discretion, for whatever reason we determine. An Order shall only be deemed to be accepted only when the Distillery issues a written acceptance of the Order, at which point the Contract shall come into existence.

- 1.7. You have the right to cancel the Contract for any reason provided you exercise this right by notifying us within fourteen (14) days of our acceptance. To exercise this right please contact us using the details set out above. If you exercise this right you must return to us any Member Benefits provided to you, at your cost, to the address set out above, in the same condition as received.
- 1.8. If you breach the Contract, then the Distillery may terminate the Contract. In such an event no further Member Benefits shall be provided to you. In respect of any Member Benefits then not provided the Distillery shall endeavour to dispose of the items and account to the Member for the consideration received for such disposal, less an amount reasonably reflective of the Distillery’s loss, liabilities, costs and expenses arising from the Contract and/or such breach.
- 1.9. The Contract constitutes the entire agreement between the parties. The Member acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Distillery which is not set out in the Contract.
- 1.10. By placing an Order, you acknowledge and confirm that you are over the legal age and lawfully able to buy alcohol in your place of residence, which means that in the UK you are over 18 years of age.
- 1.11. The Distillery will not accept an Order, nor arrange delivery of alcohol to, any person not lawfully able to buy alcohol in their place of residence. Any Contract entered into in contravention of the foregoing may be terminated by the Distillery, in which case clause 1.8 shall apply.
- 1.12. The Distillery may require you to provide proof of age or residence at or following the time of your Order.

2. MEMBER BENEFITS

- 2.1. The benefits to be supplied by the Distillery to the Member under this Contract in connection with membership of the Founders Club (the “**Member Benefits**”) will consist of:
 - 2.1.1. A membership pack, consisting of a membership certificate, a membership number, and one 70cl bottle of our “Classically Aromatic Gin”, to be supplied within thirty (30) days of conclusion of the Contract.
 - 2.1.2. One 70cl “Founders Bottle” of whisky from our first cask bottling releases (the “**First Cask Whisky**”) and one miniature bottle consisting of 5cl of First Cask Whisky, to be supplied within thirty (30) days of the bottling. Please note that the period for which casks shall be laid down prior to bottling shall be not less than three (3) years and shall be determined at the discretion of the Distillery.
 - 2.1.3. One 70cl bottle of the release of our “**Eilean A’ Cheò**” whisky from casks laid down in the year the Contract was concluded. An additional one 70cl from our Second release batch.
 - 2.1.4. One Founders Club membership card engraved with the name of the Member, which entitles the Member to 10% off online orders from the Distillery’s website and purchases from the Distillery’s retail premises (with the exception of gift vouchers and membership clubs), such other membership offers and discounts which will be determined at the sole discretion of the Distillery, and one free tour of the Distillery’s distillery once opened for public visits, which will require to be booked with the Distillery at a time convenient with the Distillery.
 - 2.1.5. One Founders Club polo shirt, one Founders Club enamel pin badge and one Founders Club engraved hip flask to be supplied within thirty (30) days of conclusion of the Contract.
 - 2.1.6. The placing of a members’ plaque on the Distillery’s wall bearing the Member’s name.

(together, the “**Member Benefits**”).

TERMS & CONDITIONS WHISKY FOUNDERS CLUB

- 2.2. Member Benefits are non-transferable, and proof of identity may be requested by the Distillery when the Member seeks to use its Member Benefits.
- 2.3. Lost or stolen membership cards can be replaced by the Distillery subject to the payment of an administration fee to be determined at the sole discretion of the Distillery.
- 2.4. The Member Benefits may not be used in conjunction with any other offer. Member Benefits are supplied for domestic and private use only. Member Benefits must not be used for any commercial or business purpose. The rights acquired under the Contract are personal to the Member and cannot be transferred to another person except with the prior agreement of the Distillery, and then subject to such terms as the Distillery may specify.
- 2.5. As a consumer, you have legal rights in relation to the Member Benefits including in relation to any item supplied which is not as described. This includes a statutory right to return faulty, damaged, or incorrect items within thirty (30) calendar days of their receipt by you. Nothing in the Contract negates any legal right you have as a consumer under law. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in the Contract will affect these legal rights.
- 2.6. The Distillery shall deliver the Member Benefits to the location set out in the Order or such other residence of the Member as the Member may notify the Distillery in writing from time to time (the "Delivery Location"). If you wish to change the Delivery Location please let us know as soon as possible. The Delivery Location must be your residential address, and we may require you to provide proof of this as a condition of providing the Member Benefits to you. To take delivery you must be present at the Delivery Location at the time of delivery. You may be required to provide proof of identity at the time of delivery. If delivery cannot be made due to the fault of the Member and items are

returned to the Distillery, the Member must meet the costs of redelivery and storage of the items prior to redelivery. If redelivery cannot be made, then the Distillery may terminate the Contract, in which event it shall endeavour to dispose of the items and account to the Member for the consideration received for such disposal, less any sums due to the Distillery from the Member.

- 2.7. In the event that any item received by you is damaged or broken when received, the Member must promptly notify the Distillery in writing, and in any event no later than seven (7) days after the date of delivery and provided prompt notification is received within the time period stated, the Distillery shall arrange for delivery of a replacement. The Distillery may request that the Member return the damaged or broken item at the cost of the Distillery.
- 2.8. The Distillery shall not be liable for any delay or failure in delivery of Member Benefits that is caused by any event beyond its reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks or default of subcontractors (a "**Force Majeure Event**"). In the event that a Force Majeure Event results in the non-availability of a Member Benefit, the Distillery shall refund to the Member that proportion of the Membership Price attributable to that Member Benefit or offer to the Member alternative Member Benefits.
- 2.9. The Distillery shall not be liable for any failure or delay in performing the Contract where due to the breach of the Contract by the Member.

3. PRICE AND PAYMENT

- 3.1. The membership price payable by the Member under the Contract, for entry into the Founders Club and in return for Members Benefits, (the "**Membership Price**") is **£599.00**. This is inclusive of all value added, sales or goods or service taxes. The Membership Price shall be payable immediately in one single instalment to the Distillery on the date that the Member's Order is accepted by the Distillery. The Membership Price shall be payable in pounds sterling unless otherwise agreed by the Distillery. The Membership Price shall be paid upon invoice. The costs of transferring sums to us must be met by you.
- 3.2. The Membership Price includes delivery of Member Benefits to the Delivery Location, where the Delivery Location is in the United Kingdom. Where the Delivery Location is outside the United Kingdom you must prior to delivery meet our costs of delivering the Member Benefits to you, including any tariffs, duties or other similar charges or levies, to be advised prior to the dispatch of the Member Benefits. You must also be noted and act as importer of record / consignee in relation to the delivery.
- 3.3. Once received, the Distillery will dispatch to the Member a receipt for the Membership Price.

4. LIABILITY

- 4.1. If the Distillery breaches the Contract, it shall be liable to you only for loss or damage suffered by you, which is a foreseeable result of its breach, but the Distillery shall not be liable for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the Distillery's breach or if it was contemplated as a possibility by both the Member and the Distillery at the time of entry into this Contract. In any case the Distillery shall be liable to you only up to a maximum of the amount of the Membership Price then paid by you.

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4.2. The Distillery does not exclude or limit in any way its liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors, fraud or fraudulent misrepresentation or in any way which liability cannot be limited under law. Advice about lawful limitations on liability is available from your local Citizens' Advice Bureau or Trading Standards office.

5. PERSONAL DATA

The Distillery will use and process your personal data to perform the Contract, including to provide the Member Benefits to you. The basis for such processing shall be this agreement. Personal data may be disclosed to service providers to the Distillery pursuant to this purpose. Where personal data is disclosed the Distillery will endeavour to ensure that any such disclosure is made under terms which require the recipient to provide a level of protection in respect of that personal data that is equivalent to that provided under United Kingdom law.

The Distillery shall retain your personal data for as long as any rights or obligations under or in relation to the Contract continue to exist. The Distillery, where you have indicated by signing the appropriate Signature box on the Order, use your personal data to inform you about similar products or services that the Distillery provides, but the Member may choose to stop receiving these at any time by contacting the Distillery stating that the Member no longer wishes to receive such communications.

6. General

6.1. The Distillery may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Member may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Distillery.

6.2. If the Member has any questions or complaints, they should contact the Distillery using the contact means set out above. If the Member wishes to contact the Distillery in writing. The Distillery will confirm receipt of this by contacting the Member in writing. If the Distillery has to contact the Member or give a Member notice in writing, it will do so by using the contact means set out in the Order, or such other means as are notified by the Member in replacement therefor during the term of the Contract.

6.3. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part- provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

6.4. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6.5. A person who is not a party to the Contract shall not have any rights under or in connection with it.

6.6. 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 Distillery.

6.7. The Contract, and any dispute or claim 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 Scots law (where you are resident in Scotland or outside the UK) and the law of the relevant part of the UK (where you are resident in another part of the UK).

TERMS & CONDITIONS

WHISKY FOUNDERS CLUB - PREMIUM

1. BASIS OF CONTRACT

- 1.1. These terms and conditions as amended from time to time (the “**Conditions**”) together with the application form made available by us and completed by you (the “**Order**”) constitute the contract between Isle of Skye Distillers Ltd, a company registered in Scotland with company number SC530264 and having its registered office at **Hillfoot, Viewfield Road, Portree, Isle of Skye, Scotland, IV51 9ES** (“**we**”, “**us**”, “**our**” and the “**Distillery**”) and you the person whose details are set out in the Order (“**you**”, “**your**” and the “**Member**”) in connection with your membership of the Distillery’s “Founders Club” a scheme whereby we will provide you with certain products and benefits relating to the Distillery in return for the payment of a fee. (the “**Contract**”).
- 1.2. Our email address is sales@isleofskiedistillers.com and our telephone number is: **+ 44(0)1478 611746**. Our VAT number is: **240199517**
- 1.3. No other terms shall form part of the Contract except, whether referred to in correspondence, implied by course of dealing, or otherwise.
- 1.4. The submission of an Order by you may be made using the form set out upon the Distillery’s website, online upon the Distillery’s website or by post to the address for the Distillery set out above.
- 1.5. The submission by you of an Order constitutes an offer to become a member of the Founders Club in accordance with these Conditions. You are responsible for ensuring that the terms of the Order are complete and accurate. You may withdraw any Order submitted to us prior to our acceptance, for any reason. If you wish to do this please contact us using the details set out above.

- 1.6. Orders may be accepted or declined by the Distillery at their discretion, for whatever reason we determine. An Order shall only be deemed to be accepted only when the Distillery issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 1.7. You have the right to cancel the Contract for any reason provided you exercise this right by notifying us within fourteen (14) days of our acceptance. To exercise this right please contact us using the details set out above. If you exercise this right you must return to us any Member Benefits provided to you, at your cost, to the address set out above, in the same condition as received.
- 1.8. If you breach the Contract, then the Distillery may terminate the Contract. In such an event no further Member Benefits shall be provided to you. In respect of any Member Benefits then not provided the Distillery shall endeavour to dispose of the items and account to the Member for the consideration received for such disposal, less an amount reasonably reflective of the Distillery’s loss, liabilities, costs and expenses arising from the Contract and/or such breach.
- 1.9. The Contract constitutes the entire agreement between the parties. The Member acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Distillery which is not set out in the Contract.
- 1.10. By placing an Order, you acknowledge and confirm that you are over the legal age and lawfully able to buy alcohol in your place of residence, which means that in the UK you are over 18 years of age.
- 1.11. The Distillery will not accept an Order, nor arrange delivery of alcohol to, any person not lawfully able to buy alcohol in their place of residence. Any Contract entered into in contravention of the foregoing may be terminated by the Distillery, in which case clause 1.8 shall apply.

- 1.12. The Distillery may require you to provide proof of age or residence at or following the time of your Order.

2. MEMBER BENEFITS

- 2.1. The benefits to be supplied by the Distillery to the Member under this Contract in connection with membership of the Founders Club (the “**Member Benefits**”) will consist of:
 - 2.1.1. A membership pack, consisting of a membership certificate, a membership number, and one 70cl bottle of our “Classically Aromatic Gin”, to be supplied within thirty (30) days of conclusion of the Contract.
 - 2.1.2. One 70cl “Founders Bottle” of whisky from our first cask bottling releases (the “**First Cask Whisky**”) and one miniature bottle consisting of 5cl of First Cask Whisky, to be supplied within thirty (30) days of the bottling. Please note that the period for which casks shall be laid down prior to bottling shall be not less than three (3) years and shall be determined at the discretion of the Distillery.
 - 2.1.3. One 70cl bottle of the release of our “**Eilean A’ Cheò**” whisky from casks laid down in the year the Contract was concluded.
 - 2.1.4. One Founders Club membership card engraved with the name of the Member, which entitles the Member to 10% off online orders from the Distillery’s website and purchases from the Distillery’s retail premises (with the exception of gift vouchers and membership clubs), such other membership offers and discounts which will be determined at the sole discretion of the Distillery, and one free tour of the Distillery’s distillery once opened for public visits, which will require to be booked with the Distillery at a time convenient with the Distillery.

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2.1.5. One Founders Club polo shirt, one Founders Club enamel pin badge and one Founders Club engraved hip flask to be supplied within thirty (30) days of conclusion of the Contract.

2.1.6. A one one-week stay (the “**Stay**”) at the Distillery’s apartment (the “**Apartment**”) at a time agreed with the Distillery.

2.1.7. A one one-day tour of the Isle of Skye (the “**Tour**”) with a designated tour operator to take place during the Stay subject to availability and to the tour operator’s terms.

2.1.8. One meal for the Member and a guest at a restaurant on the Isle of Skye which has attained one Michelin star or an equivalent rating, to be chosen at the sole discretion of the Distillery (excluding the costs of any drinks which shall be for the Member to meet).

2.1.9. One tour of the Distillery during the Stay with the Distillery’s founders, subject to availability and agreement upon times.

2.1.10. The placing of a members’ plaque on the Distillery’s wall bearing the Member’s name.

(together, the “**Member Benefits**”).

2.2. Member Benefits are non-transferable, and proof of identity may be requested by the Distillery when the Member seeks to use its Member Benefits.

2.3. Lost or stolen membership cards can be replaced by the Distillery subject to the payment of an administration fee to be determined at the sole discretion of the Distillery.

2.4. The Stay must be used by the Member within four calendar years of the date of the Distillery’s acceptance of the Order. The Member shall not be entitled to any refund should the Member fail to use this benefit following the expiry of the aforementioned four-year period.

The date of the Member’s use of this benefit is subject to the prior availability of the Apartment. The Member is solely responsible for organising travel arrangements to and from the Apartment. If the Member is neither a resident of the United Kingdom nor is travelling to the Apartment from within the United Kingdom, the Distillery may provide travel planning assistance in the form of an itinerary. The costs of the Member’s travel to the Apartment shall be borne solely by the Member. The Member and any persons permitted in the Apartment by them must take reasonable care of the Apartment and its contents and abide by any policies or procedures concerning use as notified by the Distillery.

2.5. The Member shall not be entitled to any refund should the tour operator be unable to deliver the tour for any reason.

2.6. The Member Benefits may not be used in conjunction with any other offer. Member Benefits are supplied for domestic and private use only. Member Benefits must not be used for any commercial or business purpose. The rights acquired under the Contract are personal to the Member and cannot be transferred to another person except with the prior agreement of the Distillery, and then subject to such terms as the Distillery may specify.

2.7. As a consumer, you have legal rights in relation to the Member Benefits including in relation to any item supplied which is not as described. This includes a statutory right to return faulty, damaged, or incorrect items within thirty (30) calendar days of their receipt by you. Nothing in the Contract negates any legal right you have as a consumer under law. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office. Nothing in the Contract will affect these legal rights.

2.8. The Distillery shall deliver the Member Benefits to the location set out in the Order or such other residence of the Member as the Member may notify the Distillery in writing from time to time (the “Delivery Location”). If you wish to change the Delivery Location please let us know as soon as possible. The Delivery Location must be your residential address, and we may require you to provide proof of this as a condition of providing the Member Benefits to you. To take delivery you must be present at the Delivery Location at the time of delivery. You may be required to provide proof of identity at the time of delivery. If delivery cannot be made due to the fault of the Member and items are returned to the Distillery, the Member must meet the costs of redelivery and storage of the items prior to redelivery. If redelivery cannot be made, then the Distillery may terminate the Contract, in which event it shall endeavour to dispose of the items and account to the Member for the consideration received for such disposal, less any sums due to the Distillery from the Member.

2.9. In the event that any item received by you is damaged or broken when received, the Member must promptly notify the Distillery in writing, and in any event no later than seven (7) days after the date of delivery and provided prompt notification is received within the time period stated, the Distillery shall arrange for delivery of a replacement. The Distillery may request that the Member return the damaged or broken item at the cost of the Distillery.

2.10. The Distillery shall not be liable for any delay or failure in delivery of Member Benefits that is caused by any event beyond its reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable including without limitation strikes, lock-outs

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or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks or default of subcontractors (a “**Force Majeure Event**”). In the event that a Force Majeure Event results in the non-availability of a Member Benefit, the Distillery shall refund to the Member that proportion of the Membership Price attributable to that Member Benefit or offer to the Member alternative Member Benefits.

- 2.11. The Distillery shall not be liable for any failure or delay in performing the Contract where due to the breach of the Contract by the Member.

3. PRICE AND PAYMENT

- 3.1. The membership price payable by the Member under the Contract, for entry into the Founders Club and in return for Members Benefits, (the “**Membership Price**”) is **£6,995.00**. This is inclusive of all value added, sales or goods or service taxes. The Membership Price shall be payable immediately in one single instalment to the Distillery on the date that the Member’s Order is accepted by the Distillery. The Membership Price shall be payable in pounds sterling unless otherwise agreed by the Distillery. The Membership Price shall be paid upon invoice. The costs of transferring sums to us must be met by you.
- 3.2. The Membership Price includes delivery of Member Benefits to the Delivery Location, where the Delivery Location is in the United Kingdom. Where the Delivery Location is outside the United Kingdom you must prior to delivery meet our costs of delivering the Member Benefits to you, including any tariffs, duties or other similar charges or levies, to be advised prior to the dispatch of the Member

Benefits. You must also be noted and act as importer of record / consignee in relation to the delivery.

- 3.3. Once received, the Distillery will dispatch to the Member a receipt for the Membership Price.

4. LIABILITY

- 4.1. If the Distillery breaches the Contract, it shall be liable to you only for loss or damage suffered by you, which is a foreseeable result of its breach, but the Distillery shall not be liable for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the Distillery’s breach or if it was contemplated as a possibility by both the Member and the Distillery at the time of entry into this Contract. In any case the Distillery shall be liable to you only up to a maximum of the amount of the Membership Price then paid by you.
- 4.2. The Distillery does not exclude or limit in any way its liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors, fraud or fraudulent misrepresentation or in any way which liability cannot be limited under law. Advice about lawful limitations on liability is available from your local Citizens’ Advice Bureau or Trading Standards office.

5. PERSONAL DATA

The Distillery will use and process your personal data to perform the Contract, including to provide the Member Benefits to you. The basis for such processing shall be this agreement. Personal data may be disclosed to service providers to the Distillery pursuant to this purpose. Where personal data is disclosed the Distillery will endeavour to ensure that any such disclosure is made under terms which require the recipient to provide a level of protection in respect of that personal data that is equivalent to

that provided under United Kingdom law. The Distillery shall retain your personal data for as long as any rights or obligations under or in relation to the Contract continue to exist. The Distillery, where you have indicated by signing the appropriate Signature box on the Order, use your personal data to inform you about similar products or services that the Distillery provides, but the Member may choose to stop receiving these at any time by contacting the Distillery stating that the Member no longer wishes to receive such communications.

6. GENERAL

- 6.1. The Distillery may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Member may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Distillery.
- 6.2. If the Member has any questions or complaints, they should contact the Distillery using the contact means set out above. If the Member wishes to contact the Distillery in writing, the Distillery will confirm receipt of this by contacting the Member in writing. If the Distillery has to contact the Member or give a Member notice in writing, it will do so by using the contact means set out in the Order, or such other means as are notified by the Member in replacement therefor during the term of the Contract.
- 6.3. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part- provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall

TERMS & CONDITIONS

WHISKY FOUNDERS CLUB - PREMIUM

apply with the minimum modification necessary to make it legal, valid and enforceable.

- 6.4. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 6.5. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 6.6. 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 Distillery.
- 6.7. The Contract, and any dispute or claim 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 Scots law (where you are resident in Scotland or outside the UK) and the law of the relevant part of the UK (where you are resident in another part of the UK).



**ISLE OF SKYE
DISTILLERS**

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