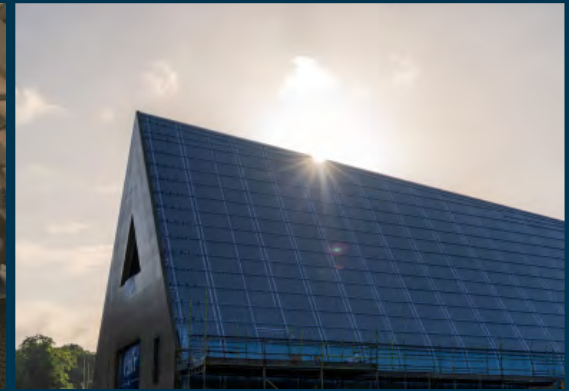
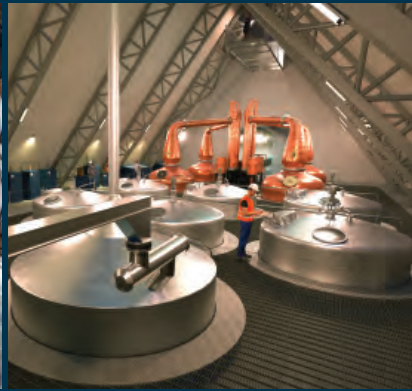


PRIVATE CASK OWNERSHIP





It's about time...

Great Single Malt Scotch Whisky requires five ingredients: fresh spring water, malted barley, yeast, the skill of whisky makers and, above all, time.

We created Ardgowan Distillery Company Limited as an independent whisky maker with a respect for tradition, a passion for innovation, and a firm commitment to giving every drop of spirit the time that it takes to create one of the world's truly great whiskies.

A sweet spot for Scotch Whisky

Ardgowan Distillery sits at a natural sweet spot for Scotch Whisky production: the nexus between the Highland, Island, and Lowland whisky regions. Nestled on the historic Ardgowan Estate, our site boasts a natural spring providing water of exceptional purity and sweetness. Located near the coast, we also benefit from the warming effects of the Gulf Stream, making it an ideal setting for crafting exceptional spirits.

Our distillery is purpose-built to create a robust, muscular spirit with flavour characteristics that thrive in extended sherry wood maturation. Unlike many, we've invested millions into laying down bespoke casks in Sanlúcar De Barrameda, where they soak in sherry for nearly three years before being used for our whisky. This dedication reflects our vision: to craft one of the world's truly great whiskies.

We're on track for completion in Spring 2025, with milestones like our pot still installations marking exciting steps forward. Explore our [**Building Archive**](#) to stay up to date with the latest construction updates, blog posts, and behind-the-scenes insights as we bring the distillery to life.





Welcome to our global clan – Private cask opportunity

You are invited to join us in our mission as we release a limited number of private casks on a first come, first served basis. Your cask will be a first-fill sherry hogshead filled with new make spirit distilled by Ardgowan which we will warehouse for you, fully insured, for ten years. Included in the offer:

- The contents of a cask, filled with Ardgowan new make spirit
- A certificate of ownership
- Storage and insurance for 10 years
- Samples of your cask on request after year five (charged at prevailing industry rate, maximum one per year)
- Advice on bottling (including recommended bottlers, labelling, duty, tax etc.)
- Advice and assistance with import of bottled goods if required
- Option for Ardgowan buyback after year 10
- Visits to the distillery



Ardgowan infinity casks seasoning at Sanlúcar de Barrameda



The cask – your exclusive price

Only a limited number of casks will be released to private individuals, sold on a first come, first served basis. These inaugural casks represent the birth of the Ardgowan distillery, a momentous occasion captured in liquid form. We expect there will be a robust demand reflecting this historic first production and the current interest in the distillery and the Ardgowan brand.

We are launching this cask programme with a very special price, c250 litre hogsheads casks will be available from January 2025 at a price of £8,000.

To secure your cask you will pay 50% now and a further 50% when we are in production and ready to fill your cask.

How to secure your cask

Apply online, or complete form on page 5 and return to us by email – you will receive an invoice for the first 50% (£4,000) that can be paid by BACS or bank transfer. A second invoice will be issued prior to your cask being filled, and once it is filled, you will receive your certificate of ownership.

Storage and insurance

Ten years' storage is included in your purchase. After this initial period, you will be charged an annual fee for warehousing and insurance. Casks will be stored alongside Ardgowan stock and will be covered under Ardgowan Distillery Company's group insurance policy.

Bottling

If you decide to bottle the whisky from the cask, we can provide details of trusted bottling partners who will provide you with a quote. You are also welcome to make your own arrangements for bottling.

Buyback

After a minimum 10-year period, Ardgowan may offer to purchase your whisky back at the prevailing market rate, being the rate that Ardgowan purchases similarly aged whisky at that point in time.

Your cask contents and the Angels' Share

Casks will be filled at an approximate strength of 63.5% ABV. Your whisky can be bottled at natural cask strength, or you may choose to bottle at a lower strength. Approximately 2% of liquid in your cask will evaporate each year (known as the Angels' Share) and the alcohol strength will reduce by approximately 1% to 1.5% ABV per year.

Your visits

When the Distillery is open to the public, you will be able to visit at any time during normal opening hours. Please let us know at least 2 working weeks in advance of your visit so that we can arrange a personal chaperone for you.



Duty and VAT

Single Malt Scotch Whisky can only be exported from Scotland in bottled form, labelled for retail sale. Duty and VAT are taxes to be paid after the cask has been bottled and the finished goods are removed from the bonded warehouse.

Duty is the charge made by HM Revenue & Customs based on the percentage of pure alcohol in the whisky. From February 1st 2025 the duty on all alcoholic products exceeding 22% ABV will be £32.79 per litre of alcohol in the product.

The duty rate charged will be that which prevails at the time of removal of the product from the bonded warehouse. UK VAT is currently 20%. VAT is charged on the purchase price of the whisky together with the Duty rate prevailing at the time of removal from bond and the storage and insurance charges paid over the years. Taxes are subject to change by the UK government.

Different rates of duty apply in different countries around the world. Please check with your local tax authorities for the duty rates which apply in your country.

Under current (2023) tax legislation, 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, as gifts for family, godchildren and friends, etc. would therefore be exempt from Capital Gains Tax on realisation of the asset.



Ardgowan stills getting installed November 2024



Order form:

Cask ownership is available to those of legal age to purchase alcohol. If you're gifting a cask to someone not yet of legal age, the certificate will state: '[Your name] on behalf of [Recipient's name].' You can also place your order online—simply follow this [link](#) to get started.

Title

Full name of purchaser

Email

Telephone

Address and postcode

Title and full name for certificate of ownership (if not yet of legal age)

Address and postcode for certificate of ownership (if different)

Cask Type	Size in litres	Prices from January 2025	Quantity
First fill Oloroso Sherry Hogshead	c. 250	£8000	<input type="text"/>

In applying to purchase the rights to the contents of this cask I confirm:

- I have read and accept the Terms and Conditions
- The named owner of the cask is of legal age to purchase alcohol

Please forward invoice for 50% deposit to be paid by BACS/bank transfer:

Signature

Date

Please return your completed and signed order form to clancouncil@ardgowandistillery.com.

The information contained in this document is purely for information purposes and is not intended as legal, accountancy or tax advice. You are advised to take independent advice on the purchase of a cask prior to ordering. Investment in whisky in a cask is not regulated and is not covered by the UK's Financial Services Compensation Scheme. Ardgowan Distillery Company Limited shall not, nor shall any of its employees or directors or any of its associated or group companies be liable to you for any inaccuracy in the information provided. Information is correct at time of writing.



Terms and Conditions of Cask Purchase

(the "Terms and Conditions")

1. The completed Order Form and these Terms and Conditions together comprise the Cask Purchase Agreement (the "Agreement") for the contents of a European Oak hogshead cask (the "Cask") between the Ardgowan Distillery Company Limited ("we" and "us") and the Customer ("you" and "your"). Each of Ardgowan Distillery Company Limited and you shall be the "parties" to this Agreement and "party" shall be construed accordingly.

2. By entering into this Agreement you confirm (i) that you are a private individual contracting to purchase a filled Cask (or Casks) for private consumption or gifting (ii) that your entry into this Agreement is compliant with all applicable laws and regulations including of HM Revenue & Customs. We reserve the right to check the status of any Customer as compliant with HMRC Regulations from time to time and at our sole discretion.

Your completion of the Order Form will be deemed to be your confirmation to us of such compliance. Nothing in the Cask Purchase Agreement shall constitute a right to acquire a physical cask itself. Under the Cask Purchase Agreement, the Customer only acquires the right to acquire the Cask Contents. The Cask Contents shall be made available after ten (10) years or earlier by written agreement between the parties.

3. Once we have received your order and your payment you will receive a confirmation receipt.

4. After the cask has been filled you will receive
i. confirmed cask number(s)
ii. a certificate of entitlement to the Cask(s). Legal title to the Cask will be transferred to you at the time of the Cask being filled (the "Filling Date").

5. The price payable for your Cask includes warehouse storage and insurance charges for a period of ten years from the Filling Date. We shall put in place a policy of insurance over the Cask until the earlier of (i) the tenth anniversary of the Filling Date, and (ii) the date you remove the Cask from our storage. The Company will insure your Cask under its group policy. Should your Cask be damaged at the warehouse we reserve the right to replace it with a Cask of similar character and age.

6. Casks shall be stored with Ardgowan stock and in such manner as deemed appropriate by us and at all times in accordance with applicable HMRC regulations. If you wish to retain the Cask in our warehouse for longer than 10 years, then you shall be liable for the costs of storage and insurance at the rate applicable at the time of the charge and any applicable compliance or other charges payable to HM Revenue and Customs or other regulatory or governmental authority from time to time. Information regarding the costs of storage and our insurance can be obtained at that time by contacting us in writing at the address given in Clause 7.ii.

7. Please direct all correspondence regarding the purchase of casks to:
i. Email: Clancouncil@ardgowandistillery.com.
ii. Address: Ardgowan Distillery Company Limited, Bankfoot Farm, Inverkip, PA16 0DT, United Kingdom.

8. The volume of liquid in the Cask when filled with new spirit will be approximately 250 litres. The volume as filled will be notified to you and is subject to variation. When it comes time to bottle your whisky, we will be happy to provide you with additional guidance including providing you with details of our preferred bottling partners at the time. The cost of bottling, labelling, duty, tax and packaging is for your account.

9. We will not allow bottling until at least the eighth anniversary of the Filling Date. A 100ml sample can be provided annually after year five upon your written request to our address referred to in Clause 7.2, subject to payment of a sampling fee and duty at the prevailing rates at that time. Confirmation of the sampling fee applicable from time to time can be obtained by contacting us.

10. As part of the natural maturation process, evaporation and subsequent loss of spirit from the Cask will occur. The size and storage location of the Cask, filling strength and length of maturation can all affect this rate of loss. Therefore, we provide no guarantee of the volume of spirit remaining in the Cask.

11. By completion and signing the Order Form, you acknowledge that we have registered the rights to the names "Ardgowan Single Malt" and certain other variations of the name, and Ardgowan logos and devices under the Nice Agreement (1957), Trademark Class 33. You cannot use this name or logo, device or any of our intellectual property on the label for bottling of your Cask(s) or its packaging other than as prescribed in this Clause 11.

You may use the phrase "Single Malt Scotch Whisky distilled at Ardgowan Distillery" as a designation of the source for labelling of bottles which contain only the Cask contents.

Your label must be compliant with The Scotch Whisky Regulations 2009 (together with any other applicable legislation that may apply from time to time).

12. You must inform us of any changes to your (or the person for whom you are purchasing the cask's) contact details, including :

- i. Name;
- ii. Residential address;
- iii. Email address; or
- iv. Mobile phone number.



13. If we are unable to contact you following the expiry of 10 years from the Filling Date, we reserve the right to sell the Cask (and spirit contained therein) and hold the proceeds on your behalf after deduction of sale costs and any other costs which we may have incurred for storage and insurance of the Cask for a period longer than 10 years. We shall hold such sale proceeds in trust until the fifteenth anniversary of the Filling Date and, where we remain unable to contact you after such fifteenth anniversary, shall be entitled to retain the proceeds of sale and shall have no liability to you for the proceeds or for any other sum, cost or liability arising out of this Agreement.

14. Following (i) the tenth anniversary of the Filling Date or (ii) on any anniversary of the Filling Date thereafter, risk in the Cask and its contents shall immediately transfer to you, unless:

- a. you have received our written agreement to the contrary prior to such anniversary of the Filling Date; or
- b. payment for an additional year's insurance and storage costs after the tenth anniversary of the Filling Date has been received within 14 days of such anniversary.

15. If you wish to transfer ownership of your cask to a third party, the new owner must agree in writing to abide by these Terms and Conditions by sending a signed letter to such effect to the address provided in Clause 7.ii.

16. Replacement or additional certificates of cask ownership can be obtained for an additional charge by written request to the address provided in Clause 7.ii.

17. We will process your personal data in accordance with our privacy policy, a copy of which is available at www.ardgowandistillery.com.

18. You shall be responsible for Duty, VAT and any other taxes or charges payable to HM Revenue and Customs or any other governmental agency from time to time at the applicable rates. We shall not be liable for (and you will hold us harmless against) any costs, charges or expenses incurred in relation to any change or variation to any taxes or charges.

19. If the bottled product is exported under bond, Duty and VAT can be suspended (but not avoided) subject to the exporter being registered for both Duty and VAT and being registered as a bona fide exporter. UK Duty and VAT may be payable after bottling, depending on the final destination of the bottled product.

20. Duty and VAT will be payable in the country of final destination at the rates prevailing in that country at that time. It is up to you to find a suitable importer in the destination country and to arrange the export. It is your responsibility to be aware of all regulations regarding the importation of alcohol and any required labelling to the destination country.

21. Except as stated in this Agreement, the parties do not intend that any of its terms shall be enforceable or otherwise invoked as a third party right by any person not a party to it. This Agreement constitutes the entire agreement between the parties and supersedes and replaces any previous agreement, understanding, undertaking or arrangement of any nature between the parties relating to the subject matter of this Agreement. You acknowledge and agree that in entering into this Agreement, you have not relied on, and shall have no remedy in equity, contract, delict (tort) or under misrepresentation or otherwise in respect of, any warranty, representation, statement or condition other than as set out in this Agreement or implied by law.

22. If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any of the other provisions of this Agreement which shall remain in full force and effect.

23. The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or any term of it (including non-contractual disputes or claims) shall be governed by the laws of Scotland. The courts of Scotland shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes or claims), which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.



CONTACT US

Email: clancouncil@ardgowandistillery.com

Ardgowan Distillery Company Limited

Bankfoot Farm

Inverkip

PA16 0DT

www.ardgowandistillery.com/private-casks

Ardgowan Distillery Company Limited is a company registered in Scotland, Company Number: SC537030.

Registered address: Bankfoot Farm, Inverkip, United Kingdom, PA16 0DT