



DOORS DISTILLERY

874 CLUB

BOTTLES PACKAGE
TERMS & CONDITIONS



The Distillery

8 Doors Distillery is due to open in Summer 2021. With a brand new micro-distillery, visitor centre and warehouse the 8 Doors team will produce the first whisky in John O’Groats in over 180 years.

As the most northerly distillery on the UK mainland, this small distillery, owned and run by husband and wife Derek and Kerry Campbell will focus on small batch, high quality, hand crafted whisky.



To commemorate the launch of 8 Doors distillery, the 874 Club was created in collaboration with Master Whisky Maker John Ramsay. Under John’s expert guidance, the first whisky from the stills in John O’Groats will be produced and matured in our coastal warehouse.

Using only the finest first-fill casks with the influence of the sea air on maturation, this truly unique Highland Single Malt whisky is available for sale as part of a limited offering. It’s your chance to own a part of whisky history.



The 874 Club Bottles Package

The 874 Club offering consists of an exclusive package of 3 x 70cl bottles of Highland Single Malt whisky. Crafted, seasoned and toasted to John Ramsay's specification as part of our launch collaboration.

In addition, members will receive 1 x 70cl bottle of the inaugural 8 Doors Distillery Single Malt Whisky.

Limited to only 1,250 packages, it is expected that members will receive the first bottle from the 874 Club package after 5 years maturation, a year later we release the 2nd, and the collection is completed with the 3rd and final bottle a year later.

These bottles will come from the following first-fill casks from our supplier in Spain:

BOTTLE 1

Quercus Robur (Spanish Oak)
ex-Oloroso Sherry

BOTTLE 2

Quercus Patrea (European Oak)
ex-Oloroso Sherry

BOTTLE 3

Quercus Alba (American Oak)
ex-Oloroso Sherry

We know the dilemma of keeping special bottles sealed vs. opening and tasting straight away so we'll send you an extra 10cl of each bottle from the trio collection to make that decision easier!



Terms & conditions of 874 club bottles package offer

November 2020

1 BASIS OF CONTRACT

- 1.1 These terms and conditions as amended from time to time (“Conditions”) together with the 874 Club Bottles Package Order Form constitute a contract between NCD 1 Limited a company registered in Scotland with company number SC629354 whose registered office is at 1a Rose Street, Thurso, Caithness United Kingdom, KW14 7HH (‘Supplier’, ‘8 Doors’, ‘we’ and ‘us’) and you (‘Member’, ‘Customer’, ‘you’ and ‘your’) in connection with your membership of the 874 Club (“Contract”) to the exclusion of any other terms.
- 1.2 The submission of an order form (“Order”) online or in hard copy by the Member constitutes an offer by the Member to become a member of the 874 Club in accordance with these conditions. You are responsible for ensuring that the terms of the Order are complete and accurate.
- 1.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, by way of an invoice, at which point the Contract will come into existence.
- 1.4 Subject to clause 9.4, 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 Supplier which is not set out in the Contract.
- 1.5 By placing an Order you acknowledge and confirm that you are at least 18 years old. The Supplier will not accept Orders from, nor arrange delivery of Whisky to, any person under the age of 18 at the date of the Contract. 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.

2 GOODS

- 2.1 The goods to be supplied by the Supplier to Members under this Contract in connection with membership of the 874 Club will consist of liquid bottled by the Supplier taken from some of the first casks of whisky (“Casks”) produced by the Supplier at 8 Doors Distillery (“Whisky”) in accordance with this Contract, specifically three x 70cl bottles and three x 10cl bottles of Highland Single Malt Whisky, bottled at 46% abv. (“Bottles Package”). Plus one additional 70cl bottle of Highland Single Malt Whisky (“Inaugural Bottle”).
- 2.2 It is intended by the Supplier that the first bottle of Whisky from the Bottles Package will be filled from the Casks within a time period determined at the discretion of the Supplier following the fifth anniversary of the Production Date and that each subsequent year, for the following two years, the Supplier will bottle the Whisky as follows:
- 2.2.1 within a time period determined at the discretion of the Supplier following each of the fifth to seventh anniversary dates (inclusive) of the Production Date the Supplier will bottle from the Casks sufficient 70cl bottles of five to seven year old Whisky to meet the 874 Club requirements; and
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- 2.2.2 within a time period determined at the discretion of the Supplier following each of the fifth to seventh anniversary dates (inclusive) of the Production Date the Supplier will bottle from the Casks sufficient 10cl bottles of five to seven year old Whisky to meet the 874 Club requirements
- 2.3 Membership of the 874 Club entitles the Member to receive:
- 2.3.1 following the bottling of the 10cl and 70cl bottles in accordance with clauses 2.2.1 and 2.2.2 above, delivery of one 10cl bottle and one 70cl bottle of Whisky at a time determined at the discretion of the Supplier after each of the fifth to the seventh anniversary dates (inclusive) of the Production Date (being a total of 6 bottles of Whisky).
- 2.4 The Supplier will use all reasonable endeavours to deliver the 10cl and 70cl bottles of Whisky as set out in clause 2.3.1 to the Member as soon as possible following the fifth anniversary of the Production Date and subsequent anniversaries thereof, and any in any event no later than 12 months following the fifth anniversary of the Production Date and subsequent anniversaries thereof.
- 2.5 The Whisky delivered each year to the Member will be aged according to the anniversary year of the Production Date. For example, the Whisky delivered after the fifth anniversary date will be Whisky aged no less than 5 years and the Whisky delivered after the seventh anniversary date will be Whisky aged no less than 7 years.
- 2.6 Members will be provided with a certificate of membership and a metal membership card for the 874 Club (“Membership Pack”) This card can be presented at the distillery and will give each Member and one guest unlimited free tours for life.
- 2.6.1 Membership card and benefits are non-transferable. Proof of identity may be requested. Membership card must be presented when joining a tour.
- 2.6.2 Membership cards entitle Member and their guest to free ‘standard’ Distillery Tours for lifetime of the Member. Other tours are not included in the membership but can be booked for the applicable costs at time of booking.
- 2.6.3 Benefits associated with the tour are only applicable when taking part in the tour.
- 2.6.4 Membership card isn’t a debit or credit card, cheque guarantee card or savings account card.
- 2.6.5 Replacements for lost or stolen membership cards or certificates can be obtained for an additional charge. Costs for this service can be obtained by contacting us.
- 2.6.6 The Supplier will use all reasonable endeavours to deliver the Membership Pack to the Member as soon as possible following the receipt of cleared payment as specified in clause 5.7, and any in any event no later than 3 months following the receipt of cleared payment.
- 2.7 Members will also receive additional items (“Launch Pack”) as part of the Bottles Package.

- 2.7.1 one x 20cl bottle of new-make spirit
- 2.7.2 one x branded glass, coaster and water dropper
- 2.7.3 The Supplier will use all reasonable endeavours to deliver the Launch Pack items as set out in clauses 2.7.1 and 2.7.2 to the Member as soon as possible following the first spirit production once 8 Doors Distillery has opened, and any in any event no later than 12 months following the first spirit Production Date.
- 2.8 Bottle labelling and packaging details as shown on the website are indicative images only. Final labels and packaging will be determined by the Supplier at the time of bottling. They will comply with all Scotch whisky legislation and any other relevant legislation pertaining at the time. The label and packaging will record that the product has been distilled, matured and bottled at 8 Doors Distillery and is part of the 874 Club. For the avoidance of doubt, the expressions “8 Doors Distillery”, “874 Club”, “Whisky. From the Edge.” and all associated logos and devices are the property of the Supplier and the copyright, designs and all rights are owned by and intellectual property reserved by the Supplier.
- 2.9 There is no opportunity to personalise any labels within the Bottles Package or Launch Pack
- 3 DELIVERY**
- 3.1 The Supplier shall deliver the Whisky to the location set out in the Order or such other location as the Member may notify the Supplier in writing from time to time (“Delivery Location”) at any time, at the discretion of the Supplier, within twelve months of the fifth to seventh anniversary dates of the Production Date.
- 3.2 Delivery of the Whisky shall be completed on the arrival of the Whisky at the Delivery Location, whereby title to and risk in the Whisky shall pass to the Member. In the event that a bottle is broken in transit prior to delivery, the member must promptly notify the Supplier in writing, and in any event no later than seven days after the date of delivery and provided prompt notification is received within the time period stated, the Supplier shall arrange for delivery of a replacement and may request that the Member return the broken bottle of Whisky at the cost of the Supplier.
- 3.3 The Supplier shall not be liable for any delay or failure in delivery of the Whisky 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, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks or default of subcontractors (“Force Majeure Event”) or which is caused by the Member’s failure to provide the Supplier with adequate delivery instructions, a correct delivery address or any other instructions that are relevant to the supply of the Whisky.
- 3.4 In the event of the Supplier’s total and ongoing failure to perform, and to be able to perform in future, the Contract in the event of an irremediable Force Majeure Event (including but not limited to total destruction of the Whisky and/or the Casks) no Member shall have the right to terminate this Contract and/or obtain a refund of the Membership Price (defined below) whether pro-rata or otherwise, but the Supplier retains the right to either (i) refund such proportion of the Membership Price that relates to Whisky yet to be supplied or (ii) deliver alternative bottles of whisky to Members.
- 3.5 If the Member fails to accept delivery of the Goods within two attempts at delivery by the Supplier, then the Supplier shall return the Whisky to its premises and attempt to contact the Member by email or telephone to arrange delivery (“Last Attempt”). In the event of contact with the Member, any further delivery costs for such re-delivery of the Whisky shall be borne by the Member. If contact is not made within 90 days following the Last Attempt the Supplier shall be entitled to dispose of the undelivered Whisky as it sees fit without liability to the Member and the Supplier shall be released from any future liability to deliver Whisky to that Member for the outstanding portion of the Member’s membership.
- 3.6 Delivery within the UK will be free of charge. Delivery outside the UK will be charged at the then prevailing rate and the costs confirmed to you in a delivery invoice prior to bottling. Once the delivery invoice has been paid we will arrange delivery to the address as noted on your order form. If you wish to change the delivery address you must notify us and get an acknowledgement that we have received this notification. If your change of delivery address is to a different country or US state we will need to review whether we can deliver to that country and check if any additional costs will apply.
- 3.7 We endeavour to ship to as many locations globally as possible, but there are some restrictions out with our control - please check that we can deliver to your location before ordering. Please note we can only deliver to the following states in the USA: AK, CA, CT, DE, FL, ID, LA, MA, MD, ME, NE, NJ, NM, NY, OR, RI, TX, VA, VT, WY and Washington DC.
- 4 RIGHT TO CANCEL AND APPLICABLE REFUND**
- 4.1 Cancellation of Order:
- 4.1.1 you may cancel your Order within 14 days from the day on which your Order is confirmed by the receipt of cleared funds for the Order by the Supplier by notifying the Supplier in writing, within the stated term, by emailing 874club@8doorsdistillery.com or by writing to the supplier using the contact details in section 1.1. The Supplier will confirm your cancellation in writing.
- 4.1.2 If you cancel an Order under clause 4.1.1 and you have paid the Membership Price the Supplier will refund the Membership Price to you.
- 5 PRICE & PAYMENT**
- 5.1 The membership price for the 874 Club Bottles Package including the Inaugural Bottle (“Membership Price”) is (i) £420.00 (including VAT) in one single instalment to the Supplier or (ii) ten equal monthly instalments to the Supplier of £42.00 (including VAT) (total price £420.00 including VAT), or such other price as the Supplier may advertise from time to time.
- 5.2 On receipt of your Order, we shall issue you with an invoice for the Membership Price, which is your order confirmation, (“Invoice”) by email that will detail required payments and dates appropriate to options (i) and (ii) reference in clause 5.1
- 5.2 You agree that you shall pay amounts owing under the Invoice within the period set out within the Confirmation and you acknowledge that all payments must be received by the dates specified in the Confirmation.
- 5.3 If you do not make payments as due on the Invoice within the period required we shall be entitled to treat your order as rescinded and our confirmation of that order as set out in the Confirmation as cancelled and we shall have no further responsibility to you under the Contract.
- 5.4 UK Duty will be paid (where applicable) by the Supplier before the goods leave our bonded warehouse.

- 5.4.1 Members out with the UK will need to pay duty and any applicable taxes due in the country of final destination for the Whisky. Various different rates of duty apply throughout the EU and the rest of the world. It is your responsibility to make the necessary arrangements applicable in your country of final destination and to be aware of all regulations prevailing in that country regarding the importation of alcohol.
- 5.5 Delivery charges. Delivery of the Bottles Package and Inaugural Bottle within the UK will be free of charge. Members with a Delivery Location outwith the UK will be charged at the prevailing rate and the Supplier shall invoice those Members for the delivery costs of the Whisky prior to delivery. The Member shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice to the bank account nominated in writing by the Supplier. The Supplier shall not deliver the Whisky until such payment is made. It shall be the full responsibility of the Member to pay in full any taxes, duties and other relevant sums due in connection with the importation of Whisky to their Delivery Location outside of the United Kingdom.
- 5.6 On expiry or termination or cancellation by the Member of this Contract for any reason, or by the Supplier in accordance with clauses 3.5 or 3.6, the Supplier will not be obliged to refund all or any part of the Membership Price to any Member, except in the case of cancellation under clause 4.1. The Membership Price is inclusive of the cost of bottling the Whisky and, provided that the Member's Delivery Location is within the United Kingdom, the costs and charges of packaging, insurance and delivery of the Goods.
- 5.7 The Supplier will dispatch to the Member a Membership Pack on receipt of cleared payment of the full Membership Price. Where a Member pays the Membership Price in instalments, the membership pack will be dispatched to the Member on receipt of the first cleared instalment payment.

6 CONTACT DETAILS

- 6.1 Contact Details. It is your responsibility to ensure that we have a current, valid contact address for you. You must notify us immediately of any change to your address or contact details.

7 CUSTOMER CIRCUMSTANCES

- 7.1 Should a Member die or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation the Supplier shall continue to supply the Whisky to the Delivery Location, but shall recognise instructions in connection with the Contract (including but not limited to any amendment to a Delivery Location only from the personal representatives, or those persons duly authorised to act on behalf of, the Member.

8 TERMINATION

- 8.1 The Supplier may terminate the Contract and your membership at any time with immediate effect by giving you written notice if:
- 8.1.1 you do not pay the Membership Price as set out in clause 5.1;
- 8.1.2 the Supplier discovers that you are not of the minimum legal age as confirmed at clause 1.5; or
- 8.1.3 you breach clause 9.2 of the Contract.

- 8.2 In the event of termination by the Supplier in accordance with clause 8.1 above, the Member shall not be entitled to a refund of the Membership Price and the Supplier shall be entitled to dispose of the remainder of the Whisky as it sees fit without liability to the Member.

9 LIMITATION OF LIABILITY

- 9.1 If the Supplier fails to comply with these Conditions, it will be responsible for loss or damage suffered by the Member that is a foreseeable result of its breach of the Conditions or the Supplier's negligence, but the Supplier is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Supplier's breach or if they were contemplated by both the Member and the Supplier at the time of entry into this Contract.
- 9.2 The Supplier supplies the Whisky for domestic and private use. The Member agrees not to use the Whisky for any commercial or business purpose.
- 9.3 Subject to clause 9.4, the Supplier has no liability to the Member for any consequential loss, any indirect loss or for loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4 The Supplier does not exclude or limit in any way its liability for
- 9.4.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- 9.4.2 fraud or fraudulent misrepresentation;
- 9.4.3 breach of the terms implied by sections 12, 13, 14 or 15 of the Sale of Goods Act 1979;
- 9.4.4 defective products under the Consumer Protection Act 1987; or
- 9.4.5 anything which cannot be excluded or limited by applicable law.
- 9.5 Subject to clause 9.3 the Supplier's total liability to the Member in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Membership Price.

10 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 10.1 The Supplier will use the personal information provided to it to provide the Whisky to the Member and perform its obligations under the Contract, process the payment of the Membership Price and inform the Member about similar products or services that the Supplier provides, but the Member may choose to stop receiving these at any time by contacting the Supplier stating that they no longer wish to receive such communications. The Supplier will not give the Member's personal data to any other third party without the Member's prior written consent.
- 10.1.1 The Supplier may have to share personal information we collect with trusted third parties. The information we share shall be no more than required and the third parties' use of the information shall be limited to the specified purpose for processing as agreed with them, e.g. processing your invoice and payment for the Price of the Bottles Package. We do not sell, rent, or otherwise share any personal information with third parties except as expressly described in 10.1, or with your prior permission.

11 GENERAL

- 11.1 Assignment and subcontracting. The Supplier 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 Supplier.
- 11.2 If a Member has any questions or complaints, they should contact the Supplier by email at "874club@8doorsdistillery.com". If a Member wishes to contact the Supplier in writing, or if any clause in these Conditions requires a Member to give the Supplier notice in writing, this should be sent to the Supplier by e-mail, by hand, or by pre-paid post using the Supplier's contact details in section 1.1. The Supplier will confirm receipt of this by contacting the Member in writing. If the Supplier has to contact a Member or give a Member notice in writing, it will do so by e-mail, by hand, or by pre-paid post to the address provided to the Supplier in the Order.
- 11.3 Severance. 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.
- 11.4 Waiver. 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.
- 11.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 11.6 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 the Supplier.
- 11.7 Governing law and jurisdiction. 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, Scottish law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.
- 11.8 Availability. As this is a limited edition launch offer we expect demand to be high. All requests for orders will be processed in the order they are received by us. Once all the Bottles Packages have been sold, we will no longer be able to fulfil any further order requests for the 874 Club Bottles Sales Offer.



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