

# TEMPERANCE CLUB

White Peak Distillery is the first craft distillery in Derbyshire, on the edge of the Peak District National Park.

In mid-2016, we had no premises, no partners or staff, no permits or consents, nowhere near enough funding and no track record in the drinks & spirits industry. But I had a dream - to make whisky and other craft spirits in Derbyshire. I was fortunate to find some investors that liked my ideas, I met two great distillers, and I found the perfect premises. At the heart of the distillery are two beautiful copper stills, from which we will be filling oak casks with our single malt whisky.

- Whisky is our core focus and we will also distil other small-batch spirits where we believe we can offer something authentic; our Derbyshire dry gin is already available.
- The distillery sits on the banks of the River Derwent backing onto Shining Cliff Woods, and our distillery buildings were once the 'stores' and 'maintenance' sheds for the former Johnson & Nephew Wire Works in Ambergate (now part of the Derwent Valley Mills World Heritage Site).
- Johnson & Nephew set up here in 1876 and at its peak employed over 500 people and was a major part of the community; offering employment and sponsoring a diverse range of community activities.
- With the Temperance Club we're planning to bring a new community back to the former Wire Works.

We're passionate about creating authentic craft spirits and establishing a unique destination for our customers. Temperance Club will offer members unique access to our spirits, the chance to be part of our journey and to help develop our future.



Max Vaughan, Founder



# TEMPERANCE CLUB

## Benefits overview

Temperance Club will be limited. Some of the limitations are physical, such as how many members we can accommodate at our annual Temperance Club celebration, and how many bricks we have space for on the members wall, which is approx 500.

Temperance Club X  
10 year memberships priced at £690

Temperance Club V  
5 year memberships priced at £360

### Temperance Club X

### Temperance Club V

Length of membership	10 years	5 years
Upfront membership fee	£690	£360
Limited edition bottles of single malt English whisky	Total of 8 bottles - one delivered pa over an 8 year period from winter 2021	Total of 3 bottles - one delivered pa over a 3 year period from winter 2021
Limited edition bottles of single malt English 'new make' spirit	Total of 2 bottles - one delivered pa over a 2 year period from winter 2019	Total of 2 bottles - one delivered pa over a 2 year period from winter 2019
Exclusive invitation to annual Temperance Day celebration	✓	✓
Temperance Club membership card giving 5% discount and offers	✓	✓
Free annual tour for member plus up to 3 guests	✓	✓
Invites to tasting sessions for pre-release spirits	✓	✗
Name inscribed on 'Members Wall' at the Distillery	✓	✗



## Benefits

### Limited Edition Temperance Bottlings

Temperance Club Member bottlings will give members the opportunity to enjoy the spirit as it matures from 12 months onwards. Each bottle will be exclusively filled and labelled for Temperance Club members from the first casks to be laid down and aged at White Peak Distillery.

**Temperance Club X Members** will receive 10 bottles of spirit in total:

- Eight, limited edition 70cl bottlings of single malt craft English whisky. The 1st bottling is expected to be released in winter 2021, once the spirit has matured for at least 3 years. Following this 1st release, there will be a further 7 annual exclusive bottlings through to an 10-year malt whisky.
- Two, limited edition 50cl bottling of single malt craft English 'new make' spirit
  - 1st bottle release will be winter 2019, once the spirit has matured for a minimum of 12 months
  - 2nd bottle release will be winter 2020, once the spirit has matured for a minimum of 24 months

**Temperance Club V Members** will receive 5 bottles of spirit in total:

- Three, limited edition 70cl bottlings of single malt craft English whisky. The 1st bottling is expected to be released in winter 2021, once the spirit has matured for at least 3 years. Following this 1st release, there will be a further 2 annual exclusive bottlings through to a 5-year malt whisky.

- Two, limited edition 50cl bottling of single malt craft English 'new make' spirit
  - 1st bottle release will be winter 2019, once the spirit has matured for a minimum of 12 months
  - 2nd bottle release will be winter 2020, once the spirit has matured for a minimum of 24 months

### Exclusive priority invitation to our annual Temperance Day celebration

1st to be scheduled for Spring 2019.

### Temperance Club Membership Card

Your membership card will enable you to take advantage of:

- Special offers and discounts (5% off any purchases online or at our Distillery shop in Derbyshire)
- Free annual tour for Temperance Club Member plus up to 3 guests (subject to availability)

### In addition, Temperance Club X Members will be

- Permanently memorialised (etched) on the Temperance Club 'Members Wall' at the Distillery
- Invited to tastings of pre-release spirits to help develop our range of spirits and shape the future of the Distillery



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## Temperance Club X

10 year membership with a one off payment of

£690.00

or pay with 2 instalments, first instalment of

£365.00

## Temperance Club V

5 year membership with a one off payment of

£360.00

or pay with 2 instalments, first instalment of

£200.00

## Frequently asked questions

### How many members will there be?

Temperance Club Membership will be limited by the space we have for bricks on the members wall, which is approx 500. We will give reasonable notice once membership is close to our limit or we otherwise decide to close the Temperance Club to new members.

### Are there any restrictions on membership?

All Temperance Club Members must be of the legal age to drink in their country of residence. Additionally, there may be other restrictions on membership if you live in certain countries outside the UK. See below under 'What's The Cost?'

### How long does my membership last?

This depends on whether you are a Temperance Club X or a Temperance Club V Member. Temperance Club X Members will have an approximate 10-year membership. Temperance Club V Members will have an approximate 5-year membership. In both cases until the final bottlings outlined below have been received.

### What does my membership include?

Temperance Club X Members will receive 10 limited edition bottlings over a 10 year period.

Temperance Club V Members will receive 5 limited edition bottles over a 5 year period. The first bottling for all Members will be delivered during the winter of 2019, and will be a 50cl bottle of 12-month aged 'new make spirit'. Approximately one year later, the second bottling for all Members will arrive, and will be a 50cl bottle of 24-month aged 'new make spirit'. Approximately annually thereafter you will then receive a 70cl Temperance Club Members bottling of single malt English whisky distilled and aged at White Peak Distillery. Temperance Club X Members will receive a total of eight bottles of single malt English whisky and Temperance Club V Members will receive a total of three. All these bottlings will be unique to the Temperance Club and will not be available to purchase by others.

### Are there any other benefits?

Yes, all Temperance Club Members will receive a membership card which brings various benefits including discounts and free tours. The tours are limited to one a year for a member plus up to three guests until membership expires. There will also be an exclusive annual Temperance Club Celebration to which you will be invited. Finally Temperance Club X Members will have their name permanently memorialised on display at White Peak Distillery and will be invited to pre-release tastings to help develop our range of spirits and shape the future of the distillery.



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#### What's the cost?

Membership costs inclusive of VAT, UK duties and UK delivery charges are as follows:

Temperance Club X = £690  
Temperance Club V = £360

If you live outside the UK, we would like to offer you Temperance Club Membership but there will be additional delivery charges and duties payable. Note that we may not be able to deliver to some countries either due to laws on supply of alcohol or the prohibitive cost involved. If you live outside the UK, please contact us to enquire about Temperance Club Membership using the contact information given on our website.

#### Can I pay in instalments?

Yes, there is an option to pay in two equal instalments. The first payment will include an additional £20 administration charge. Please note that none of the Temperance Club Membership benefits will start until full payment of membership has been made. In all cases, if full payment is not made before 31st August 2019 then unfortunately your Temperance Club Membership will terminate and there will be no refunds of prior amounts paid.

#### What happens once the membership fee (or first instalment) is paid?

Once you have purchased your Temperance Club Membership from our website (or at the Distillery Shop) you will have given us your name and contact details. As soon as we receive confirmation of payment from our bank, we will add your name to our Temperance Club Membership records and will send you a welcome email with your membership number. You will then receive your Temperance Club Membership pack around the 10th of the month following the month of payment confirmation. Note that the first Temperance Club Membership packs will not be sent out until April 2018. If you have chosen to pay by two instalments then we will send you details of how to pay the second instalment along with your Temperance Club Membership pack.

#### Can I buy a Temperance Club Membership for someone else?

Yes, you will need to know the person's email and contact details. If it's a surprise then you can join in your name and once you receive the welcome email from us you will need to reply promptly to give us the details of who you want to have the membership and their contact details for the Temperance Club Membership pack. Note that we can only make such a change once Temperance Club Membership has been paid in full.

#### How will I know when a bottle is on its way?

We will be setting up a Temperance Club Members area on our website, with member accounts and passwords. This will happen in advance of the first bottle being delivered. WPD will send you an email every time we send you a bottle and will update your member account with details. Tracking details can also be provided to trace deliveries.

#### What happens if I move home?

If you are moving within the same country, you will be able to make changes to your member account details within the Temperance Club Members area on our website. If you are moving to a different country, you need to contact us using the contact information on our website with your membership details and new delivery address. If there are any additional delivery or duty charges to be applied due to a change of country we will raise these with you for settlement prior to the next delivery.

#### What stage is the distillery at?

The stills and all the other major vessels and equipment have been installed. The commissioning is expected to be undertaken by the end of February 2018. We expect to be filling our first casks no later than April 2018.



# Terms & conditions

## 1. Basis of contract

1.1. These terms and conditions as may be amended from time to time ("Conditions") constitute a contract between White Peak Distillery Ltd ("WPD") and you ("you" or "Member") in connection with your membership of WPD's Temperance Club ("Contract").

1.2. The completion of an application form ("Order") online by you constitutes an offer by the Member to become a member of the Temperance Club in accordance with these Conditions. The Member is 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 WPD receives payment for the Order, at which point the Contract shall come into existence.

1.4. The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of WPD 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. WPD will not accept Orders from, nor arrange delivery of alcohol 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 WPD exclusively to you under this Contract in connection with membership of the Temperance Club will be a membership pack including a Temperance Club membership card ("Membership Pack") as well as exclusive bottlings of WPD new make spirit and single malt whisky (collectively "Bottles"), as follows:

Temperance Club X Members will receive ten Bottles in total:

- Eight, limited edition 70cl bottlings of single malt craft English whisky. The 1st bottling is expected to be released once the spirit has matured for at least 3 years. Following this 1st release, there will be a further 7 annual exclusive bottlings through to and including a 10-year malt whisky
- Two, limited edition 50cl bottlings of single malt craft English 'new make' spirit
  - 1st bottle release will be winter 2019, once the spirit has matured for a minimum of 12 months
  - 2nd bottle release will be winter 2020, once the spirit has matured for a minimum of 24 months

Temperance Club V Members will receive five Bottles in total:

- Three, limited edition 70cl bottlings of single malt craft English whisky. The 1st bottling is expected to be released once the spirit has matured for at least 3 years. Following this 1st release, there will be a further 2 annual exclusive bottlings through to and including a 5-year malt whisky
- Two, limited edition 50cl bottlings of single malt craft English 'new make' spirit
  - 1st bottle release will be winter 2019, once the spirit has matured for a minimum of 12 months
  - 2nd bottle release will be winter 2020, once the spirit has matured for a minimum of 24 months

2.2. The first filling of casks following the commissioning of the distillery is expected to be no later than April 2018 ("First Fill Date"). The date for the 1st bottle release to you of single malt craft English whisky ("First Bottle Release Date") is expected to be during the winter of 2021/2022. The First Bottle Release Date will be determined at the absolute discretion of WPD following the third anniversary of First Fill Date. Each Bottle delivery after the First Bottle Release Date will be at approximately annual intervals until all the Bottles set out in clause 2.1.1 and 2.1.2 have been delivered.

2.3. WPD will use its reasonable endeavours to commence the delivery of the Bottles set out in clauses 2.1 and 2.2 to you as soon as possible following the date that is 36 months after the First Fill Date, and annually thereafter, and in any event the First Bottle Release Date will be no later than 48 months after the First Fill Date.

2.4. WPD will set up a Temperance Club Members area on its website, with member accounts and passwords ("Member Accounts"). WPD will establish the Member Accounts at least two months in advance of the first bottle of single malt craft English 'new make' spirit being delivered in accordance with clauses 2.1.1 and 2.1.2. You will be responsible for informing WPD if any contact or delivery information shown on your Member Account that is incorrect or otherwise needs changing. WPD will update your Member Account details in accordance with your written instructions and will send you an email every time you are sent a bottle of spirit. Your Member Account will display details of all bottles of spirit sent to you, including date of despatch.

## 3. Delivery

3.1. WPD shall ensure that each delivery to you of spirit set out in clauses 2.1.1 and 2.1.2 is accompanied by a detailed delivery note, including date of despatch and the type and quantity of the Goods.

3.2. WPD shall deliver the Goods to the address detailed by you at the time of Order (as may be updated) and as shown



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online in your Member Account. Any change in delivery address must be advised promptly by you to WPD. In order to change the delivery address you will need to email WPD at the contact email address given on our website with the new address and your Member's Account will be updated. If there are additional delivery charges as a consequence of your delivery address changes you will be required to pay these additional costs before any further Bottles will be delivered to you.

3.3. Delivery of Bottles will be completed upon arrival at your delivery address, whereby title to and risk in the Bottles shall pass to the Member. In the event that a Bottle is broken in transit prior to delivery, you must notify WPD promptly in writing with photographic evidence, and in any event no later than seven days after the date of delivery. Provided prompt notification is received within the time period stated, WPD shall arrange for delivery of a replacement Bottle and may request that you return the broken Bottle at the cost of the WPD.

3.4. WPD shall not be liable for any delay or failure in delivery of Bottles 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 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 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 WPD with adequate delivery instructions, a correct delivery address or any other instructions that are relevant to the supply of Bottles.

3.5. If you fail to accept delivery of any Bottle within two attempts at delivery, then the Bottle will be returned to the WPD premises and WPD will attempt to contact you by email or telephone to arrange one final attempt at delivery ("Final Attempt"). In the event of contact with the Member, any further delivery costs for such Final Attempt shall be borne by the Member. If contact is not made or acknowledged by you on the Last Attempt, WPD shall be entitled to dispose of the undelivered Bottle as it sees fit without liability to the Member. Furthermore, WPD shall then be released from any future liability to deliver any further Bottles to you.

3.6. In the event of WPD's failure to perform in accordance with the Contract as a consequence of a Force Majeure Event that is not capable of remedy (including but not limited to total destruction of Bottles and/or 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 WPD shall retain the right to deliver alternative bottles of spirit to Members.

## 4. Quality

4.1. As a consumer, you have legal rights in relation to Bottles including in relation to any which is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Conditions will affect these legal rights.

## 5. Price and payment

5.1. The total membership price ("Membership Price") for entry into WPD Temperance Club inclusive of VAT, UK duties and UK delivery charges is as follows:

- Temperance Club X Membership = £690
- Temperance Club V Membership = £360

5.2. The Membership Price is inclusive of the cost of spirit bottling and associated dry goods (bottle, cork, labels, capsule and gift packaging).

5.3. The Membership Price can either be paid (i) in full at the time of Order or (ii) in two equal instalments with the first instalment payable at the time of Order. In the case of payment by instalments then until the full Membership Price is paid no Bottles will be despatched and no other Member benefits will start. In the event that payment of any second instalment is not received in the cleared funds in the WPD bank account by 31st August 2019 then your membership of WPD Temperance Club will terminate and there will be no refunds of prior instalments paid. Where the full Membership Price has not been paid prior to 31st July 2019, WPD will endeavour to contact you at least twice by email during August 2019 to remind you that the second instalment remains outstanding.

5.4. For payment by instalments, WPD will levy a £20 administration and this sum will be incorporated into the first payment.

5.5. You must pay for all delivery costs outside of the UK in advance before any Bottles will be delivered to you. Additionally, you are responsible for the payment in full of any taxes, duties and other relevant sums due in connection with the delivery of Bottles to you at a location outside of the United Kingdom.

5.6. WPD will dispatch a Membership Pack to you upon receipt of cleared funds in the WPD bank account of the Membership Price. If you have chosen to pay by instalments, then the first instalment plus £20 administration fee must be received in cleared funds in the WPD bank account before the Membership Pack despatched.

5.7. Any bank or foreign exchange charges you incur in the payment of the Membership Price, in full or by instalment, is for the account of the Member and not WPD.

## 6. Termination

6.1. This Contract shall terminate once all the Goods set out in clause 2.1 have been delivered to you by WPD

6.2. Upon expiry or termination or cancellation by you of this Contract for any reason, or by WPD in accordance with this Contract including clause 5.3, WPD will not be obliged to refund all or any part of the Membership Price to any Member.

## 7. Successors

7.1. Should a Member die or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or





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her own affairs or becomes a patient under any mental health legislation then WPD shall continue to supply the Goods, but shall recognise instructions in connection with the Contract (including but not limited to any amendment to a delivery address) only from the personal representatives, or those persons duly authorised to act on behalf of, the Member.

## 8. Limitation of liability

8.1. If WPD fails to comply with, or is negligent in the fulfilment of, the Conditions of this Contract, it will be responsible for direct foreseeable loss or damage suffered by the Member, but WPD is not responsible for any indirect loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of WPD's breach or if they were contemplated by both the Member and WPD at the time of entry into this Contract.

8.2. WPD is supplying the Goods for domestic and private use. The Member agrees not to use the Goods for any commercial, business or re-sale purpose.

8.3. WPD 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.

8.4. WPD 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, breach of the terms implied by sections 12, 13, 14 and 15 of the Sale of Goods Act 1979 and defective products under the Consumer Protection Act 1987.

8.5. Subject to clause 7.4 WPD'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.

## 9. Personal information

9.1. WPD will use the your personal information provided to it to provide the Goods and perform its obligations under the Contract, process the payment of the Membership Price and inform you about similar products or services that WPD provides. You may choose to stop receiving these at any time by contacting WPD in writing stating that you no longer wishes to receive such communications. WPD will not give your personal data to any other third party without your prior written consent.

## 10. General

10.1. Assignment and subcontracting. WPD 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. You 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 WPD.

10.2. Notices. WPD is a company registered in England and Wales with company registration number 10098181 with its

registered office being at Derwent Wire Works, Matlock Road, Ambergate, Derbyshire DE56 2HE. If you any questions or complaints, you should contact WPD using the contact information given on the WPD website. If you wish to contact WPD in writing, or if any clause in this Contract requires you to give notice to WPD in writing, this should be sent to WPD by e-mail, by hand, or by pre-paid post using the contact information given on the WPD website. WPD will confirm receipt of such notice in writing to you. If WPD has to contact you or give you notice in writing, it will do so by e-mail, by hand, or by pre-paid post to the address provided to WPD in the Order, as may be amended by you and advised to WPD from time-to-time.

10.3. 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.

10.4. 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.

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

10.6. 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 by WPD.

10.7. 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 the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

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