



**LOUGH REE®**  
DISTILLERY



## Criú Programme Application Form

### CRIÚ MEMBER DETAILS

Please click and type your information in the boxes provided:

Title and Full Name:	
House Number / Name:	Street:
City:	
Country:	Zip / Postcode:
Telephone:	Cell / Mobile:
Email Address:	

### CRIÚ NAME(S) FOR CASK END REPLICA

Please type the name(s) EXACTLY how you want them shown on your cask end replica:

Name(s) / Group Name:

### PREFERRED METHOD OF COMMUNICATION

Standard Mail     Email     Phone     All

### DATA PROTECTION

I consent to my details being stored by Lough Ree Distillery for the sole purposes of ongoing communication throughout the Criú Programme.

I Consent     I Do Not Consent

### PAYMENT

Preferred payment method is by single Electronic Funds Transfer. Please tick to confirm that you wish to pay by EFT and we will contact you directly to arrange transfer of funds.

Please tick to discuss alternative payment options.

### CRIÚ MEMBER SIGNATURE:

**Declaration:** By signing this form and applying to join the Criú Programme, I confirm that I have read and agree to the terms and conditions of The Lough Ree Distillery Criú Membership Programme.

Signed: (The Criú Member)	Date: (MM/DD/YY)
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Please return completed form to [Criu@Lrd.ie](mailto:Criu@Lrd.ie)



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# Criú Programme Terms And Conditions

## TERMS AND CONDITIONS

These Terms and Conditions will form the basis of the Contract between Blacksmith Ventures Ltd, trading as Lough Ree Distillery (LRD) and the Criú Member. Before submitting your Application form, please ensure that you have read these Terms and Conditions carefully, please contact us for clarification if you have any queries. Your Application Form constitutes a contractual offer that we may, at our discretion, accept. A legally binding contract between LRD and the Criú Member will be created upon our acceptance of your Application Form, indicated by our Order Confirmation which will be provided in writing.

### The Road To Joining Our Criú

1. On receipt of a completed and signed Application Form we will contact you within 7 days with bank details for funds transfer to join the Criú Programme.
2. On receipt of funds, an order confirmation and receipt will be provided to the named Criú Member within 7 working days.
3. While we welcome and encourage families or groups who wish to enjoy the benefits of the programme between them, we require a single named Criú Member to represent such groups for communication purchases.
4. Title to the membership of the programme and associated benefits will lie with the Criú Member. The Distillery must be notified in writing of any proposed transfer or trading of title by the Criú Member.

### Superior Quality Irish Whiskey

5. Criú members are entitled to a 200 L cask of Pot Still or Malt Whiskey, distilled by LRD and filled at a nominal ABV of 63.5 %.
6. The choice of mash bill for each Whiskey Style will be solely at the discretion of LRD.
7. Up to 5 years Storage and Insurance for your cask under bond is included from the Cask filling date. Criú Members may decide to leave their cask in storage with LRD for longer, for which an annual charge of € 100 applies, payable in advance.
8. Once 5 years from Cask filling have elapsed, Criú Members may elect to have the contents of their cask transferred to a finishing cask at additional cost. LRD will advise on the impact different finishing casks are likely to have on the Whiskey, and will present a selection of suitable and available Wine, Fortified Wine and other finishing casks for the Criú Member to choose from.

Current pricing (2023) for finishing casks is €300 - €600 depending on type and size of cask, and LRD will pass on these charges at cost for the Criú members account. A fee of € 100 for each cask transfer applies. Fees for casks and cask transfers are payable in advance.

9. A 50 ml sample of new fill spirit will be drawn from each cask, for retention at LRD or shipping to the Criú Member depending on their preference. At any stage thereafter members can request a 100 ml sample to be drawn from their cask, which can be retained on site or shipped to the Criú Member depending on their preference. A €50 charge + shipping applies for each sample drawn.
10. Fill date for each cask will be advised in advance and the Criú member is welcome to attend to fill their cask on site in LRD.
11. Once 5 years from Cask filling have elapsed, Criú Members may request to have a minimum of 48 x 700 ml bottles of the contents of their cask bottled, and once such request is allowed annually. Equally Criú Members may decide to have the entire contents of their cask bottled in a single bottling run.
12. A discounted charge of €4 / bottle applies for all bottling that takes place between Year 5 and Year 8. This includes bottles, labels, corks, capsules, shipping boxes and labour. Once 8 years have elapsed the prevailing market rate will apply to bottling activity.
13. A common Criú Bottle and label format will be agreed between Criú members following the presentation of concepts by LRD in 2027. In this instance in the absence of a consensus agreement, a democratic vote amongst members will be held to decide the chosen bottle and label format, with the concept with the most votes deemed to be the choice of Criú Members.
14. All bottles and labels must comply with the prevailing regulations at that time for bottling and labelling Irish Whiskey as determined by the Irish Department of Agriculture, Food and Marine or subsequent regulatory body.
15. With the exclusion of the new fill sample, shipping costs for all samples and stock will be the responsibility of the Criú member.
16. Shipping costs must be settled in advance of shipping.
17. All taxes and excise duties are the responsibility of the Criú Member.
18. LRD will make available on request copies of the production records for each particular cask.



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## Criú Membership Pack

19. The Criú Membership Pack comprises of the following items:
  - A Lough Ree Criú Member Bubble Jacket or Gilet Vest.
  - A Lough Ree Criú Member Beanie Hat or Baseball Cap.
  - A Lough Ree Criú Member T-shirt or Polo Shirt.
  - An engraved wall plaque in Irish Oak with your name and Criú Number. (Additional cost of €80 applies)
  - A replica cask end of your cask once it's filled with your name and date.
  - A certificate of ownership of your cask once it's filled.
20. LRD reserves the right to vary or alter any or all of the items listed in the Criú Membership pack for reasons of availability, discontinuation or supply chain. In that instance any or all items substituted will be replaced by items of similar quality and value.
21. A single Membership Pack per Criú Member is included in the programme. Where groups or syndicates join the programme as single members, then additional Membership Packs may be purchased at cost.
22. For lead time, logistics and efficiency reasons, LRD will ship Membership Packs and any other items in 3 shipping windows each year – April, August and November. To allow for initial lead times, the first shipping window once the Criú Programme opens will be August 2023.

## Exclusive Access

23. The quarterly Zoom meeting will take place on a group basis with one of the Founders Peter, Sheila or Mike, and will last a maximum of 1 hour. The first meeting will take place in August 2023, and quarterly thereafter for a period of 5 years minimum.
24. Every effort will be made to schedule the meeting at a time which suits the multiple time zones in which the Criú Programme is offered.
25. With the agreement of a majority of those attending, LRD reserve the right to transfer the meeting onto alternative communication platforms eg Teams, Google at 30 days notice.
26. Attendance at the quarterly meeting is not mandatory, however it represents an unprecedented opportunity to get to know the Founders and to participate in the Lough Ree journey.
27. An annual calendar of meeting dates and times will be published every January for the duration of the programme.
28. Invites to the annual online tasting will be issued in October each

year, with the event held in the second half of November every year. The event will have a nominal charge of €50 to cover the costs of samples and postage, and will involve samples of some of that years Whiskey releases and other spirit products. Samples will be available to event attendees only.

29. For Criú who wish to visit and work with us, 30 days notice of your intended visit and duration is required. Criú will be required to sign a disclaimer and respect the pertaining rules and regulations of our workplace and take direction from Lough Ree Staff. Criú availing of this benefit are responsible for all of their own costs and expenses and no monetary payment of any description will be offered.

## Lifetime Criú Membership Benefits

30. Use of and access to **The Library at Lough Ree** is offered on a first come first served basis and a booking system will apply for booking for events.
31. While LRD Staff will provide assistance if requested to help organise events, any and all operating costs associated with events e.g. staff, food and beverages, entertainment is for the account of Criú Members. Deposits and cancellation charges will apply.
32. Pre-release access to exclusive releases will be on a first come first served basis and for a defined time period on each occasion. Depending on the release size, purchase quotas may apply.

## Storage and Maturation

33. Unless notified to the contrary, LRD will assume that the Criú Member is happy for the ageing of their whiskey to continue in our warehouses and the Criú Member agrees to pay the annual Warehousing charge.
34. The minimum term for maturation is 5 years and casks will remain under-bond for a minimum of 5 years unless otherwise agreed between both parties.
35. The Criú Member is obliged to give 1 month's advance notice to the distillery before removing their cask(s) from bond. Normal bonded warehouse procedures apply.
36. Cask Storage on site in LRD is subject to availability and will be on a first come, first served basis. Alternative bonded warehousing of similar quality will be provided if the on-site warehousing is full.

## Disposal of Cask

37. In the unlikely event that you need to sell your cask, LRD will consider purchasing your cask back from you, provided the Criú



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Member gives LRD 4 weeks written notice. LRD is under no obligation to agree to such a request, or to purchase casks at a premium over the original purchase price.

38. Unless agreed otherwise in advance of disgorging, the emptied cask remains the property of LRD.
39. Criú Programme Casks are insured against fire, theft and spoilage, however, no guarantees are given by LRD to the compensation paid out by insurance companies if a total loss occurs.
40. Small losses (up to 1%) sometimes occur in the bottling process - every effort will be made to minimise these losses and no claim will be made against LRD for them.
41. Some evaporation, called "the angel's share", takes place through

the wood as whiskey matures in the oak casks. At the same time, the strength (ABV) decreases slightly. Typically, this is of the order of 2% loss (decreasing) per annum, and there is also a reduction in alcohol strength (ABV).

42. The Criú Member acknowledges that these losses occur and no claim shall be made against LRD for any loss of value in the Whiskey or decrease in quantity due to their effects.

### Governing Law and Jurisdiction

43. These Terms and Conditions will form part of a Contract which is governed by the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction in relation to and dispute arising out of this Contract.

