Privacy Policy

Last updated: 12 November 2026

1. Who we are

Credo Spirits International Ltd, trading as Credus Spirits ("Credo", "Credus", "we", "us"), is a company registered in England and Wales under number 16618639, with its registered office at 167–169 Great Portland Street, 5th Floor, London W1W 5PF. We are the controller of the personal data described in this policy and are registered with the Information Commissioner's Office ("ICO") under reference ZC055254.

This policy explains how we use your personal data when you visit our website, contact us, or become a client. We comply with the UK GDPR and the Data Protection Act 2018 and, for people in the European Union and European Economic Area ("EU/EEA"), the EU GDPR. Our website and services are intended only for adults aged 18 or over.

Questions or requests: info@credusspirits.com.

2. The information we collect

- **Identity and verification:** name, title, date of birth, and copies of identity documents when you become a client; for business clients, the company name, registration number and your role.
- **Contact:** email, telephone, postal and delivery addresses.
- **Client and transaction records:** casks and bottles you hold or buy through us, cask numbers, warehouse accounts, delivery orders, invoices and payments.
- **Financial:** bank details needed to pay you or receive payment. We do not store payment card numbers.
- **Preferences:** interests and collecting preferences you share with us, and your marketing choices.
- **Correspondence:** emails, messages, and notes of meetings and calls. We do not record calls.
- **Website enquiry form:** your name, telephone number, email and any message you write, together with the page you sent it from, any campaign tags in the link you used to reach us (utm_source, utm_medium, utm_campaign), your browser's user-agent string, and a record of the privacy policy version and consent wording you accepted.
- **Technical:** IP address, browser and device type, and pages viewed, as recorded in our web hosting logs, and portal login records. If you accept analytics cookies, we also receive an online identifier and information about how you use the site.

We do not seek special category data (such as health or political views). Please do not send it to us.

3. Where it comes from

Mostly from you, through our meeting request form, by email, phone or in person. We also receive information from: the person who referred you to us, with your knowledge; bonded warehouses and their keepers when confirming cask ownership; identity verification providers; and public sources such as Companies House. We do not buy data from data brokers.

4. How we use your information, and our lawful reasons

The law requires a lawful reason for each use of your personal data. Ours are set out below.

What we use your information for	Our lawful reason
Reply to your enquiries and arrange meetings	Your consent, given when you tick the box on our enquiry form; steps you ask for before a contract; our legitimate interest in running our business

What we use your information for	Our lawful reason
Check your identity and prevent fraud	Our legitimate interest in preventing fraud and financial crime; legal duty where it applies
Sell you casks or bottles and transfer casks into your name	Carrying out our contract with you
Run your client portal and keep a record of your holdings	Carrying out our contract with you; our legitimate interest in running a secure business
Meet our tax, accounting and legal duties	Legal duty
Tell clients about casks or bottlings that may interest them	Our legitimate interest in looking after our clients (you can opt out at any time)
Understand how our website is used (analytics)	Your consent, given through our cookie banner, which you can withdraw at any time
Send marketing to anyone who is not a client	Your consent, which you can withdraw at any time

We never make decisions about you by automated means alone.

5. Who we share it with

Only as needed, and never sold:

- Warehouses approved by HM Revenue & Customs ("HMRC") and warehouse keepers, to register casks in your name and carry out your instructions
- Bottlers, regauging and sampling services, couriers and delivery firms, when you instruct them
- Identity verification providers and our bank
- Professional advisers (accountants, lawyers, insurers)
- IT providers that host our website (GoDaddy), email, portal and files, and that store and notify us of enquiry form submissions (we use Google Workspace for this), under contract and on our instructions
- Google (Google Analytics), only if you accept analytics cookies
- WhatsApp (Meta), only if you choose to message us through the WhatsApp links on our website; your use of WhatsApp is then governed by its own privacy policy
- HMRC, the police or other authorities when the law requires it
- A buyer of our business, if one ever acquires it, who must honour this policy

When we arrange a sale between clients, we share only what the transaction needs.

6. Where your data is held

Our website is hosted by GoDaddy at a data centre in the United States. Enquiry form submissions are stored and sent to us through Google Workspace, and analytics data (if you accept analytics cookies) is processed by Google Analytics. Google may also process data in the United States. Some of your data may also be accessed from outside the UK, including in Spain.

The United States is outside the UK and the EU/EEA. When your data is transferred there, we make sure it is protected by an approved safeguard. For GoDaddy and Google we rely on their certification under the UK Extension to the EU–US Data Privacy Framework (the "UK–US data bridge"). Where a provider is not certified, we use the UK International Data Transfer Agreement or the UK Addendum to the EU standard contractual clauses. If you are in the EU/EEA, your data is also transferred to the UK, which the European Commission currently recognises as providing an adequate level of protection.

7. How long we keep it

Information	Kept for
Enquiries that do not lead to a client relationship	2 years from last contact
Client, transaction and identity records	6 years after the relationship ends (tax, excise and limitation periods)
Records of casks you still hold through us	For as long as you hold them, then 6 years
Marketing preferences and opt-outs	Until you opt out; a suppression record is kept so we don't contact you again
Website and portal logs	Up to 2 months
Google Analytics event data (only if you accept analytics cookies)	2 months
Identifiers linked to analytics cookies (only if you accept analytics cookies)	Up to 14 months

8. Security

Access is limited to people who need it. Client portal access is protected by individual login credentials, and documents such as delivery orders and identity copies are held in access-controlled storage. If a personal data breach is likely to result in a risk to your rights and freedoms, we will report it to the ICO (and, where relevant, to the competent authority in the EU/EEA) within the legal time limits. If the risk to you is high, we will also tell you directly.

9. Your rights

You can ask us to: give you a copy of your data; correct it; delete it; restrict or object to its use (including at any time to direct marketing); transfer data you gave us to another provider; or withdraw consent you gave. Some rights have limits, for example we must keep tax records. We respond within one month, usually free of charge, and may need to confirm your identity first. To use any of these rights, contact info@credusspirits.com.

10. Cookies and similar technologies

Our website sets cookies only for analytics, and only if you agree. It also saves your cookie choice on your device, in your browser's local storage rather than in a cookie. This is needed to remember your decision and is not sent to us or to anyone else. The videos and fonts on our website are served from our own site, so your browser does not contact other companies to load them.

Analytics (Google Analytics 4). We use Google Analytics 4, provided by Google, to count visits and see which pages are used so we can improve the site. We set these cookies only after you click "Accept" on our cookie banner. If you decline or ignore the banner, no analytics cookies are set and no analytics data is sent to Google. You can change your choice at any time using the "Cookie settings" link at the foot of each page. We do not use Google's advertising features and do not use this data for advertising. Analytics event data is kept for 2 months, and identifiers linked to analytics cookies for up to 14 months. Analytics data may be processed by Google in the United States (see section 6).

Cookie	Purpose	Duration	Provider	Type
_ga	Distinguishes visitors so we can count visits	2 years	Google	Analytics (consent)
_ga_<ID>	Keeps session state for Google Analytics 4. The suffix is our measurement ID	2 years	Google	Analytics (consent)
credo_consent (local storage)	Remembers whether you accepted or declined analytics cookies	Until you clear your browser data	Credus (our website)	Necessary (no consent needed)

If we add other non-essential cookies, or cookies that are strictly necessary (for example to keep you signed in to the client portal or to remember your age confirmation), we will list them here and ask for your consent first where the law requires it.

If you follow a link to WhatsApp, that service may set its own cookies and process your data under its own privacy policy.

11. Complaints

If you are unhappy with how we handle your data, contact info@credusspirits.com. We will acknowledge your complaint within 5 working days and aim to resolve it within 30 days.

You also have the right to complain to the ICO at ico.org.uk or 0303 123 1113. If you live in the EU/EEA, you may also complain to the data protection authority in your country of residence.

12. Changes

We may update this policy. The date at the top shows the latest version, and we will tell clients directly about significant changes.

Website Terms of Use

Last updated: 12 November 2026

1. About us. credusspirits.com is operated by Credo Spirits International Ltd, trading as Credus Spirits, registered in England and Wales under number 16618639, registered office 167–169 Great Portland Street, 5th Floor, London W1W 5PF, VAT number GB500093054. Contact: info@credusspirits.com. By using this website you accept these terms.

2. Adults only. This website concerns alcohol and is for people aged 18 or over. By entering, you confirm that you are.

3. Information, not advice. Content on this website is general information about Scotch whisky and cask ownership. It is not an offer to sell, a recommendation, or financial, investment, tax or legal advice. Whisky casks are physical goods, not regulated investments. They are not regulated by the Financial Conduct Authority and are not covered by the Financial Services Compensation Scheme or the Financial Ombudsman Service. Values can fall as well as rise, past performance is no guide to the future, and there is no guaranteed buyer for a cask. Take independent advice before buying.

4. Client portal. If we give you access to our client portal, keep your login details private and tell us at once if you think someone else knows them. Holdings figures in the portal are records of what you hold and what you paid; they are not valuations or offers to buy. We may suspend access to protect your account.

5. Our content. The Credus name, wolf logo, photography, film, text and design on this website belong to us or our licensors. You may view and print pages for personal use. Do not copy, republish or scrape them without our written permission.

6. Acceptable use. Do not misuse the website: no attempts to gain unauthorised access, introduce malicious code, or overload it.

7. Availability and links. We aim to keep the website available and accurate but cannot guarantee it. Links to other sites are for convenience; we are not responsible for their content.

8. Liability. Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or any other liability the law does not allow us to limit. If you are a consumer, your legal rights are not affected. If you use the website for business purposes, we are not liable for loss arising from use of, or reliance on, this website. Purchases are governed by our Terms of Sale.

9. Changes. We may update these terms; the version on this page applies.

10. Law. These terms are governed by the law of England and Wales.

Terms of Sale

Last updated: 12 November 2026. These terms apply to every purchase of a cask or bottles from or through Credo Spirits International Ltd, trading as Credus Spirits (company no. 16618639; registered office 167–169 Great Portland Street, 5th Floor, London W1W 5PF; Alcohol Wholesaler Registration Scheme (AWRS) URN XYAW00000124128; Economic Operators Registration and Identification (EORI) number GB500093054000), together with your Offer and invoice.

1. Definitions

cask means a cask of Scotch whisky (or other spirit) and its contents held under bond. **Delivery Order** means the transfer document, issued by us and countersigned by you, that instructs the Warehouse to record a change of cask ownership. **Warehouse** means an HMRC-approved bonded warehouse. **Private Client** means an individual buying for purposes outside a trade or business. **Business Client** means a company, partnership or individual buying in the course of a trade or business. **Offer** means the written cask offer we send you.

2. Eligibility and checks

You must be 18 or over. Before completing a sale we verify your identity. We may decline or cancel a sale if checks are not completed to our satisfaction, refunding anything you have paid.

If you are a Business Client, you confirm that you are authorised to buy on the business's behalf and that the business holds any HMRC registrations or approvals it needs to own duty-suspended goods. We may ask for company documents as part of our checks. Clauses that refer to Private Clients do not apply to Business Clients.

3. Offers and contract

An Offer describes the cask (distillery, fill date, cask type, latest regauge figures where available) and the price, and stands for 3 days from issue unless it states otherwise. A contract is formed when you accept the Offer in writing and we confirm acceptance. We may correct obvious pricing or description errors before acceptance.

3A. All cask sales are final

All cask sales are final. Once you have paid for a cask, you cannot cancel the purchase or obtain a refund, unless we agree otherwise in writing. If you are a Private Client and we conclude the contract at a distance, you do not have the usual 14-day right to cancel, because the contract is for alcoholic beverages whose price is agreed when the contract is made, whose delivery can only take place after 30 days and whose actual value depends on market fluctuations we cannot control. We will confirm this to you in the Offer before you accept it. Your other legal rights are not affected.

4. Price and payment

Cask prices are in pounds sterling. Casks are sold in bond, so no excise duty or VAT is charged on the cask price. Payment is due by bank transfer within 3 days of our acceptance unless agreed otherwise. If payment is not received in time, we may cancel the contract and re-offer the cask. We do not accept cash.

5. Title and transfer

Ownership passes to you when we receive payment in full. We will then issue a Delivery Order for you to countersign and submit it to the Warehouse, which records the cask in an account in your own name and confirms when the transfer of ownership is complete. This usually takes from a few days to a couple of weeks. Where a cask cannot be transferred at its current Warehouse, we will first arrange its move to a Warehouse where you hold an account, then process the Delivery Order there, and tell you the expected timeline. We cover the cost of moving the cask unless your Offer states otherwise.

6. Storage, insurance and ongoing costs

Your cask remains in a bonded Warehouse until you instruct otherwise. Storage, insurance, regauging, sampling and other Warehouse services are charged by the Warehouse directly to you and are your responsibility from the date ownership passes. You can visit and inspect your cask by arrangement with the Warehouse.

7. The nature of whisky in a cask

Whisky in wood evaporates naturally (the “angel’s share”), so volume and strength fall over time at rates that vary by cask and Warehouse. Regauge figures are a measurement at a date, not a guarantee of future volume. Flavour develops unpredictably. We are not responsible for natural evaporation, natural changes in character, or industry-standard losses on bottling, unless caused by our negligence.

8. Duty, VAT and bottling

Excise duty and VAT become payable when whisky leaves bond, for example on bottling or sampling, at the rates in force at that time, which may be higher than today. Bottling, labelling, and any brand or label approvals are your responsibility unless we agree in writing to arrange them. Spirit must mature in oak casks of not more than 700 litres in Scotland for at least three years before it may be called Scotch whisky.

9. Risk and no advice

Whisky casks are physical goods. They are not regulated by the Financial Conduct Authority, and there is no cover from the Financial Services Compensation Scheme or the Financial Ombudsman Service. The value of a cask can fall as well as rise, and you may get back less than you paid. There is no guaranteed market or buyer, and selling can take time. Any figures we provide, including portal records, are not valuations or forecasts unless clearly labelled as such. We do not give financial, investment or tax advice. Only buy with money you can leave committed for the long term, and take independent advice.

10. Selling your cask later

You may sell your cask at any time to anyone, subject to sanctions and other legal restrictions. If you ask us to help, we will agree our fee in writing first. We do not promise to buy back or find a buyer for any cask.

11. Bottle sales

Our own-label bottlings are sold under the Credus Spirits name. Bottles are for buyers aged 18 or over, and we may ask for ID on delivery. We deliver bottles only to addresses in the United Kingdom. Prices include UK duty and VAT. Risk passes when the bottles are delivered to you.

Private Clients may cancel an online or telephone order for bottles within 14 days after the day the bottles are delivered, by telling us clearly (for example by email to info@credusspirits.com). You must return the bottles within 14 days of telling us. Return costs are yours unless the bottles are faulty or not as described. We will refund the price and the standard delivery charge within 14 days of receiving the bottles back. Opened bottles cannot be returned unless faulty. Your statutory rights for faulty or misdescribed goods are not affected. Credo Spirits International Ltd is registered under the AWRS, URN XYAW00000124128.

12. Our liability

12.1 Nothing limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or any liability that cannot be limited by law.

12.2 Private Clients. You have legal rights under the Consumer Rights Act 2015, including that goods match their description; nothing in these terms affects them. If we breach these terms, we are responsible for loss or damage that is a foreseeable result of the breach.

12.3 Business Clients. We are not liable for loss of profit or for losses that were not foreseeable, and our total liability for a sale is limited to the price you paid.

13. Events outside our control

We are not liable for delay caused by events outside our reasonable control, including Warehouse or HMRC delays. We will tell you and keep the delay as short as possible.

14. Complaints

Please raise any concern with us at info@credusspirits.com. We acknowledge complaints within 5 working days and aim to resolve them within 30 days.

15. Confidentiality and data

We keep the details of your purchases confidential, except as needed to complete the sale or required by law. Our Privacy Policy explains how we use your personal data.

16. Sanctions and financial crime

We do not sell to, or accept payment from, any person or entity that is the subject of sanctions that apply to us. If we reasonably believe a sale would breach sanctions or anti-money-laundering law, we may refuse, suspend or cancel it and will refund what you have paid to the extent the law allows.

17. General

These terms, your Offer and your invoice are the whole agreement. If any part is unenforceable, the rest stands. No one else may enforce these terms. We may update these terms for future sales; the version in force when you accept an Offer applies.

These terms are governed by the law of England and Wales.