

The Birch Hotel

— HAYWARDS HEATH —

FUNCTIONS & FAMILY CELEBRATIONS

The Birch Hotel has excellent function facilities.
Our Reception Rooms offer a range of sizes and can
cater for a sit down dinner of 6 guests to a buffet for 120.



We can offer a wide range of menus and cater for all dietary requirements;
we can even create bespoke menus for your function needs.
If you are planning a private reception, room hire charges are from £150.



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FUNCTIONS & EVENTS

Canapés Menu

**Perfect for you to enjoy with your arrival drinks
or at a light bite reception.**

Tomato and Basil Bruschetta (V)
Sun-Blush Tomato, Mozzarella and Olive Skewers (V)
Smoked Salmon, Sour Cream and Chive Blini
Crab, basil and lemon mayonnaise mini Vol au Vents
Mini toad in the hole
Mushroom Duxelles mini Vol au Vents (V)
Mediterranean Vegetable Tartlets (V)
Goats Cheese and Caramelised Onion Tartlets (V)
Cocktail Sausages in Honey and Mustard
Melon and Parma Ham Skewers

3 Items £5.75 per person

5 Items £7.75 per person

7 Items £9.75 per person

Some dishes may contain nuts; please inform us of any food allergies or intolerances or if you have any special dietary requirements. All prices are inclusive of VAT at current rate.



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TERMS & CONDITIONS

1. DEFINITIONS

"Client"	the person(s) or organisation making the booking for the Event;
"Hotel"	The Birch Hotel, Lewes road, Haywards Heath, West Sussex RH17 7SF;
"Conditions"	the terms and conditions set out below which form part of and are deemed incorporated into the Contract;
"Contract"	the signed contract entered into for the provision of the Facilities which incorporates these Conditions;
"Contractual Amount"	anticipated charge for the facilities and services.
"Event"	the wedding, banquet or other function for which the booking has been made by the Client;
"Facilities"	the provision of function room hire, suites and/or supply of food and beverages by the Hotel for the Client;
"Venue"	The Birch Hotel, Haywards Heath at which the Event is to take place.
"Group Leader"	The person making the booking.

2. CONTRACT

- 2.1 The Contract shall govern the contractual relationship between the Hotel and the Client in relation to the Client's booking of the Hotel's Facilities for the purposes of the Event.
- 2.2 In the case of any inconsistency with any order, letter, or form of Contract sent by the Client to The Hotel or any other communication between the Client and The Hotel the provisions of these Conditions shall prevail unless expressly varied in writing by The Hotel.

3. BOOKINGS

- 3.1 Once the Client has made the booking, the Hotel shall send the Contract to the Client. The Hotel will endeavour to send the Contract within 5 working days of the date on which the booking is made.
- 3.2 The booking shall be considered as provisional and shall not be binding on either party until the Client has paid a deposit of the room hire charge or amount equivalent **this is a non-refundable deposit.**

4. PAYMENT

- 4.0 A second deposit of 50% of the Contractual Amount is payable not less than 2 weeks before the date of the event.
- 4.1 Not less than 2 weeks before the date of the Event the Client will meet with an employee of the Hotel to discuss final details of the timing of the Event, menus, dietary requirements and (if appropriate) the number of bedrooms required.
- 4.2 The balance of the Contractual Amount is payable on the day of the Event, together with any charges for additional facilities provided.
- 4.3 **Minimum numbers – A minimum number of attendees is agreed on the Hotel booking Contract and should numbers fall short of this figure, you will be charged as per the minimum number agreed.**
- 4.4 The Hotel will at its discretion accept an increase to the number of persons attending the Event no later than 1 week before the Event. If the adjustment leads to further costs these shall be invoiced and paid by the Client as will any goods, services or facilities supplied by the Hotel on the day of the Event and not previously paid for. In each case these shall be paid for on the day of the Event by the Client.
- 4.5 Without prejudice to any other rights, the Hotel reserves the right to charge interest on overdue accounts (both before and after judgment) at 4% per annum above the base rate of Barclays Bank plc.
- 4.6 The Hotel reserves the right to increase its rates to take account of any increases in taxes or other material factors outside of its control. Any increases after the date of the booking will be notified to the Client in writing and will be payable by the Client in substitution for the amounts originally notified to the Client by the Hotel and the Client agrees that this will constitute a variation of the terms of the Contract accordingly.



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- 4.7 Deposits are only refundable as detailed in **clause 6.1**.
- 4.8 All prices quoted are inclusive of VAT unless otherwise stated. All accounts are payable in sterling. Payment can be made by BACS, credit/debit card or cheque payable to 'The Birch hotel'.

5. OBLIGATIONS OF THE CLIENT

- 5.1 The Client and persons attending the Event shall:
- 5.1.1 Comply with all licensing, health and safety and all other laws and regulations relating to the Hotel.
 - 5.1.2 Leave promptly at the appropriate time and comply with any requests by the Hotel or its employees.
 - 5.1.3 Not carry out any electrical or other work at the Hotel, including amplification and lighting, without the Hotel's prior written consent. The Hotel reserves the right to refuse connection of water, electricity or gas to the Client's equipment if such equipment is considered unsafe or a hazard.
 - 5.1.4 Not bring any dangerous or hazardous items into the Hotel or its grounds and remove any such items promptly when requested to do so by a member of the Hotel or any other authorized person.
 - 5.1.5 Not consume any food, wines, spirits or beers at the Venue not supplied by the Hotel without the Hotel's prior written consent.
 - 5.1.6 Not act in an improper or disorderly manner.

6. CANCELLATION BY THE CLIENT

- 6.1 If the Client cancels the booking or is in breach of Clause 7.1.3 the Hotel reserves the right to impose the following cancellation charges which are accepted by the Client as a genuine pre-estimate of loss:

Cancellation Date	Cancellation Fee
Between 6- 2 weeks prior to the Event	50% of Contractual amount
Within 2 weeks of the Event	100% of Contractual amount

- 6.2 All cancellations must be made in writing to the Hotel and will be effective on the date the notification is received by the Hotel.
- 6.3 The Hotel will send the Client the invoice for the cancelled booking and payment of such invoice shall be made within 7 days of receipt.
- 6.4 If the Event is postponed by the Client the Hotel will endeavour to make alternative arrangements with the Client for the Event at the Venue on an alternative date within 6 months of the original date of the Event.
- 6.5 Where no Alternative Event is arranged within 6 months of the date of the original Event, the Hotel reserves the right to treat the Event as cancelled.

7. AMENDMENTS OR CANCELLATION BY THE HOTEL

- 7.1 The Hotel reserves the right, without prejudice, to any other right or remedy available, to terminate or suspend any Contract forthwith or at its discretion offer alternative facilities without any further responsibility on its part in the event if:
- 7.1.1 If the booking might, in the Hotel's reasonable opinion prejudice its reputation;
 - 7.1.2 If the Client is more than 21 days in arrears of payment to the Hotel;
 - 7.1.3 If the Client becomes bankrupt or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrancer takes possession of, or a receiver is appointed of any of the Client's property or assets.
- 7.2 Deposit refunds will be calculated in accordance with **clause 6** above as if the Event was cancelled by the Client.



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8. CHANGES IN FACILITIES

The Hotel reserves the right to change the assigned event room(s) for one(s) of equal suitability without affecting the contract price.

9. CLIENT'S LIABILITY FOR DAMAGE

9.1 The Client shall be liable for any damage or loss (and costs or expenses arising thereby) suffered by the Hotel as a result of the behaviour or negligence of the Client or by any of the Client's party and shall pay to the Hotel on demand the amount required to make good or remedy such damages including compensation for loss of business whilst such damage is being repaired.

9.2 The Client shall indemnify the Hotel against all loss or damage suffered by any person arising from equipment, plant, machinery and other items brought on or into the Venue by the Client or a sub-contractor working on the Client's behalf and/or any attendees at the Event.

10. THE HOTEL'S LIABILITY

10.1 The Hotel makes no representations and gives no warranties, statutory, implied or other as to the Facilities or as to their suitability for any particular or general purpose.

10.2 Subject to **Clause 10.3** the Hotel shall not be liable for

10.2.1 any loss of profit or other financial loss or for any indirect, special or consequential loss, damage, liability, costs or claims (whether arising out of the negligence of the Hotel or its employees, servants or agents) suffered, incurred or made by the Client in connection with the Event (including, without limitation, arising by reason of any delay or interruption in the provision of the Facilities)

10.2.2 any loss or damage to any property of the Client's, their guests, contractors or agents, or any of their Employees occurring at the Venue, unless arising out of the negligence of the hotel or its employees, Servants or agents.

10.3 Other than for death or personal injury caused by the negligence of the Hotel, without limiting the effect of the provisions of this Clause 10 the Hotel's aggregate liability to the Client for loss and damage under or in Connection with the Contract shall in no event exceed the aggregate Contract price paid and/or payable by the Client to the Hotel in respect of the Event.

10.4 Nothing in this Contract is intended to affect any statutory rights which the Client may have (whether in their capacity as a consumer for the purposes of the Unfair Contract Terms Act 1977 or otherwise) which may not lawfully be excluded by the Hotel. In the event that any of the provisions of the Contract are adjudged to be unlawful and/or to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Hotel, such unlawful and/or void provision(s) shall be deemed to be deleted and the remaining provisions of the Contract shall continue to apply.

11. CCTV

CCTV is in operation in several areas within the Hotel to facilitate the prevention/detection and prosecution of fraud and other crime. CCTV footage can be viewed by authorised members of staff for up to 35 days and will also be released to the police and insurance companies if requested.

12. PRIVACY POLICY

Any personal information provided by the client is subject to The Hotel's Privacy Policy, and is collected by us for contractual and legal purposes. If you require a hard copy of our privacy policy, please contact The Hotel.

13. ADVERTISING

The Hotel's name/logo may not be used in publicity unless a proof of the promotional material has been agreed with the Hotel.



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14. NOTICES

Any demand or notice in respect of this Contract will be made in writing and may be served on the addressee by hand or by post and either by delivering it to the address of the addressee as set out in this Contract or such other address which the addressee may notify the other party in writing. Any such demand or notice delivered by hand shall be deemed to have been received immediately upon delivery. Any such demand or notice sent by post shall be deemed to have been received at the opening of business on the first working day following the day on which it was posted even if returned undelivered.

15. FORCE MAJEURE

The Hotel shall not be liable for its failure to perform any of its obligations under this Agreement if such failure is due to or results from breakdown of plant or apparatus fire explosion accident strike lock-out, a failure to supply the hotel with any essential services such as gas, electricity or water or any other event or cause beyond its control the Hotel be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any or the Client's obligations in relation to the Event, if delay or failure was due to any cause beyond the Hotel's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Hotel's reasonable control Act of God, explosion, flood, tempest, fire or accident war or threat of war, sabotage, insurrection, civil disturbance or requisition acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of the governmental parliamentary or local authority import or export regulations or embargoes strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Hotel's or of a third party).

16. WAIVER

No waiver by the Hotel of any breach by the Client of its obligations hereunder shall constitute a waiver of any subsequent breach thereof.

17. JURISDICTION

The Contract shall be governed by the laws of England.



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Once completed and signed – please email or post a signed copy of this agreement to The Hotel.

I confirm that I have read and agreed to the terms & conditions. This is confirmation that I wish to proceed with this proposed agreement.		
Client name (PRINT):		
Signature:		
Date:		
Hotel contact name (PRINT):		
Signature:		
Date:		
We would like to use the following guest details for marketing purposes: Name, Address, Telephone number and Email address. These details will only be used by the Birch Hotel and will not be passed onto any third parties.		
If you do want your details to be used in this way please sign below and tick the box.		
Signature:		Opt in <input type="checkbox"/>

Name:	Caroline Chong	Email:	events@birchhotel.co.uk
Phone:	01444 447165	Fax:	01444 440109

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