

THE FOUNDRY TERMS AND CONDITIONS

Deposit Rules:

Any deposits paid are Non Refundable

Cancellation Policy Description:

Cancelling your reservation before 2:00 PM (local hotel time) three days before your booking will result in no charge. Cancelling your reservation after that, or failing to show, will result in a charge of 1 night per room to your credit card or other guaranteed payment method. Taxes may apply. Failing to call or show before check-out time after the first night of a reservation will result in cancellation of the remainder of your reservation.

Terms and Conditions:

The Foundry Terms & Conditions

We reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a reservation. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation. Additional terms apply to your use of our digital channels whether or not you make a reservation through them. These are published on the relevant digital channel. Reservations

You must be at least 18 years old to make a reservation. Please check that the details of your reservation are complete and accurate before you confirm your reservation. We will not be liable for any delay or non-performance if you provide us with incorrect information. We will confirm our acceptance of your reservation by sending you an email to the email address that you provide during the reservation process. The contract between us for the provision of your room and any additional services added to your reservation will be formed when you receive this email confirmation from us. If you think there is a mistake in your reservation or if you require any changes to a confirmed reservation, please email hello@thefoundrybelfast.co.uk

Room prices

The Foundry uses dynamic pricing and the price of our rooms fluctuates based on demand. When you make a reservation request, we'll give you a total price for the rooms of nights you've requested. of nights you've requested. The price you pay is the price quoted to you at the time you make your reservation. Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we may adjust the rate of VAT but the price you pay will remain the same.

Occupancy

The maximum room occupancy is two adults per room (18 years and over). Children aged 16 or 17 years will be permitted to stay in separate room(s) under the responsibility of the parent or guardian and the parent or guardian must also

stay in the hotel at all times the children are within the hotel. You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy and compliance with these terms. Occupancy is not transferable. Those under 18 years old are not permitted to stay unless a parent or guardian is also staying in the hotel. We reserve the right to request valid photographic proof of identity and age, so please bring this with you and ensure all guests under your booking bring identification, otherwise where requested you and/or your guests will not be permitted to stay.

Special requests

While we will always do our best to accommodate special requests, all rooms and extras are subject to availability.

Paying for your room

All rooms are strictly pay in advance upon booking.

Cancellation

Your right to cancel

Flexible rate room bookings may be cancelled before 4pm United Kingdom (UK) time on the day prior to arrival. If you cancel your reservation before 4pm on the day prior to arrival and have paid for the room in advance by debit/credit card, a full refund will be processed to the same debit/credit card though it may take a few days for the funds to reach your account. Please allow 5 working days. A cancellation reference will be given and should be retained as proof of cancellation. If you cancel a reservation after 4pm on the day prior to arrival (including any "no show") and have not already paid for the room in advance you will be charged a cancellation charge equivalent to one night's total accommodation per room booked for the first night of your stay. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service. If you decide to shorten your stay you must inform the duty manager at The Foundry by 11:00 UK time on the day you wish to check out. Otherwise, you will be charged a cancellation charge equivalent to one night's total accommodation per room booked. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service. If reservation created through 3rd party travel agent, then cancellation must be made with the travel agency and confirmed to the hotel by the travel agency by 11:00 UK time on the day of early departure. Advance Purchase Rate room bookings are fully non-refundable and non-transferable. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

Our right to cancel

We may cancel your reservation at any time with immediate effect by giving you written notice (which includes email) if:

- you do not pay us when you are required to do so; or
- you breach the contract between us in any way; or
- you have previously breached the contract between us in any way. If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract. Where your stay had/has not yet commenced, the total payment made or to be made by you for such room shall be deemed a cancellation charge and is not for any service. You are not entitled to cancel or withdraw from your reservation under the Consumer Contracts Events outside our control. We may also cancel your reservation if an event outside of our control (including industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case we will contact you to let you know as soon as possible and:
 - if you have already paid for your room, we will refund your payment to you; or
 - if you have not yet paid for your room, you will not have to make any payment to us. Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights.

Arrival and departure

Check-in time will be from 3pm. Check-out is by 11am. All guests will be required to complete registration details during the check-in process. Overseas guests, excluding Republic of Ireland and Commonwealth citizens, will be asked to provide their identity card / passport details. Acceptable forms of identification are: a passport, driving licence, ID card or police warrant card. Rooms must be vacated by 11am on the day of departure. Failure to leave your room by this time may result in a late check-out charge of up to one night's additional accommodation charge.

Our expectations of you

You must not:

- be threatening or abusive to any of our team before, during or after your stay.
- smoke anywhere inside the hotel premises. This includes the smoking of e-cigarettes. The permitted smoking areas is at the front of the hotel. Smoking outside of the designated smoking area could result in a £250 fine.
- cause any health and safety hazard to any of our team members or any of our guests.
- bring any potentially dangerous or hazardous materials or equipment onto our premises.
- use any electrical appliances that may set off the fire alarm system, such as toasters, mini cookers or portable grills.
- tamper with any fire alarms or emergency equipment.

- utilise our rooms to store items (personal or otherwise) which could in the sole opinion of The Foundry cause damage to the room or be a risk to the health and safety of staff or property.
- prevent management, housekeeping and/or maintenance staff from access to your room(s) as and when required, with housekeeping permitted full access at least once every day.
- remove, damage or destroy any The Foundry property.
- use any of the technology provided by The Foundry hotel download or access any unlawful or obscene material; or cause unreasonable disturbance to our other guests or any The Foundry hotel staff. If you or your group cause damage or loss of any kind to the hotel, other guests, or their property, you (as the person making the booking) will be responsible for that damage or loss and you shall be liable to pay to The Foundry on demand the amount required to make good or remedy such damage or loss. You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market, or otherwise offer any The Foundry hotel room for sale either on its own or as part of a combined offer. The Foundry will not honour any reservations made in this way and does not accept any liability for doing so. If you or your group cause damage to the hotel, other guests, or their property, or otherwise breach any of these terms and conditions, The Foundry reserves the right to:
 - Cancel your reservation with immediate effect and (if appropriate) eject you from The Foundry hotel premises;
 - cancel key cards;
 - restrict access to the hotel;
 - remove your items from the room and hotel, disposing of such items (at no cost and no liability) to a local charity to the extent such items are not collected from us within 7 days of removal;
 - retain all sums paid by you and/or charge you the full amount of your reservation; and/or
 - refuse future reservations from you and/or refuse you entry or accommodation at any of our hotels. The Foundry will not be liable for any refund or compensation in such circumstances. The Foundry reserves the right to decline or cancel reservations made and stays in progress by those who have previously breached these terms and conditions (as may be updated from time to time), whether the reservation is in that name or not. General **We reserve the right to:**
 - change your room allocation at any point during your stay for any reason; or
 - cancel any booking(s) due to health and safety concerns or full or partial closure of the hotel. In the event we have to cancel your booking(s) we will attempt to notify you and a full refund will be processed to the same debit/credit card, though it may take a few days for the funds to reach your account.

Pet Policy

No pets allowed.

The Contract

This contract formed when we confirm your reservation is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

Your rights

If you are a non-business customer, you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

Our liability

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents. We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control. If we breach these terms and conditions for reasons within our control, we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach. Save as prohibited by applicable law, we shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:

- loss of income, sales or revenue;
- loss of business;
- business interruption;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of reputation and/or goodwill; or
- wasted management or office time. Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act. All rights not expressly granted in these terms and conditions are reserved.

Contact us If you require further information or have any questions regarding our website or these terms and conditions, then please email hello@thefoundrybelfast.co.uk