

Terms & Conditions Soma Studio Surrey Limited

Please read these terms carefully before using our services. By booking a class with us you agree to the following

1. Introduction

- 1.1 Soma Studio Surrey Limited referenced as "Soma Studio", "we", "us", or "our", a company registered in England and Wales (Company No. 16743447) with a registered address at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.
- 1.2 We may amend these terms periodically. We will notify you of material changes where feasible. Continued use after changes constitutes acceptance.
- 1.3 We may change, withdraw or limit features, classes, locations, or Services at any time.
- 1.4 For the purposes of these Terms, "Services" refers to all fitness and wellness offerings provided by Soma Studio Surrey. This includes, but is not limited to: studio-based classes, Memberships, Subscription Packs, Intro Packs, single class bookings, private sessions, workshops, special events, promotions and gift cards. The specific features and inclusions of each Service are detailed at the time of purchase or booking and may vary from time to time.
- 1.5 We reserve the right to modify, withdraw, or substitute any part of our Services, including class types, schedules, instructors at our sole discretion. Such changes will not entitle you to a refund or compensation, provided the overall nature of the Services remains materially similar.
- 1.6 Access to classes or appointments is subject to availability. We do not guarantee availability of any specific class time, instructor, or service, even with active membership or credits.

2. Registering an account

2.1 To use our Services, you must:



Be an individual over 18, or aged 16–17 with written parental/guardian consent and adult supervision;

Confirm you are medically fit to participate. If in doubt, seek advice from a medical professional before attending a class.

- 2.2 Registration must be completed via our Website, Soma Studio App or Mindbody App.
- 2.3 You warrant all information is accurate and agree to keep it up to date.
- 2.4 We reserve the right to decline or terminate any account at our sole discretion.
- 2.5 You are solely liable for any injury, damage to property, or harm caused by your actions, negligence, or misuse of equipment while using our premises, whether to yourself, others, or the studio.
- 2.6 By registering, you consent to receive emails and marketing communications from us. You can unsubscribe at any time.

3. Soma studio classes & memberships

- 3.1 All memberships and class packs activate according to the terms shown at the time of purchase. The minimum commitment period will be clearly displayed at checkout.
- 3.2 Prices, durations, and renewal terms are subject to change and will be published on our website. Your membership will renew automatically unless cancelled in accordance with these terms.
- 3.3 Memberships are billed monthly and are subject to a minimum commitment period. You may not cancel or pause your membership during this period except in exceptional cases (e.g. medical condition, relocation), and only with valid supporting evidence. After the minimum term, cancellation requires 30 days' written notice.
- 3.4 If no minimum term is explicitly stated at the point of purchase, a default minimum term of 3 months will apply.



- 3.5 Class packs expire after their stated validity period. Expiry dates are shown at checkout. No extensions are available unless supported by valid medical evidence and approved by us.
- 3.6 Memberships and class packs are non-transferable, non-shareable, and non-refundable, except where required by law or approved under these terms.
- 3.7 Promotional codes must be applied at checkout and may not be combined or applied retroactively. All promotional offers are subject to change and availability.
- 3.8 Where a Plan includes complimentary or limited-use benefits (e.g. grip socks, discounts, guest passes), these are one-time offers unless otherwise specified. These benefits hold no cash value and may not be substituted, exchanged, or transferred.
- 3.9 Class packages and any other multi-buy class packages are excluded from membership discount offering

4. Cancellation of classes / no-shows / late entry

- 4.1 Classes must be cancelled at least 12 hours before the scheduled start time. These timeframes apply to all users, including those with Memberships, Intro Packs, and Class Packs. Cancellations made less than 12 hours before class will result in the class credit being forfeited. No refunds or substitutions will be issued for late cancellations or no-shows.
- 4.2 Late entry to a class will be at the discretion of the instructor. The instructors decision is final, credits will be forfeited.
- 4.3 First-time clients must arrive 10 minutes early for induction. Late arrivals may be turned away, credits will be forfeited.

5. Cancelling memberships & accounts

5.1 You may cancel your membership at the end of your minimum commitment period by providing 30 days' written notice via email to our contact address: membership@somastudiosurrey.co.uk



- 5.2 If you wish to cancel your membership early due to exceptional circumstances (e.g. medical conditions), you must submit a written request along with valid supporting evidence.
- 5.3 Deleting your account, ceasing attendance, or removing the app does not cancel your membership. You must notify us in writing to initiate cancellation.
- 5.4 Account termination for breach of these Terms may occur at our discretion, including suspension of services or access to your account.
- 5.5 Once cancellation is confirmed, you will retain access to Services until the end of your current billing cycle.

6. Payments

- 6.1 Payments are securely processed via our authorised provider. We do not store your full card details. We do not accept cash.
- 6.2 It is your responsibility to ensure payment details remain up to date. Failed payments may result in suspension of access.

7. Refunds and consumer rights

7.1 When you purchase a class, credit pack, or membership that begins immediately including those activated at the time of purchase—you acknowledge and agree that your statutory 14-day right to cancel under the Consumer Contracts Regulations 2013 is waived once the service has begun.

Please do not complete the purchase if you do not agree to these terms.

If you do not use or access the service during the 14-day period you may cancel and request a full refund by contacting us in writing to our email address 'info@somastudiosurrey.co.uk'

This clause applies regardless of whether the service has a minimum commitment or fixed-term contract.

7.2 Refunds requested outside the statutory cooling-off period are not guaranteed and will be considered only in exceptional circumstances, at our sole discretion. Approved refunds may be subject to an administrative processing fee.



- 7.3 Expired credits, missed classes, and promotional items are non-refundable and cannot be exchanged, except where required by law.
- 7.4 Gift cards are non-refundable, non-exchangeable, and expire 12 months from the date of issue unless otherwise stated at the time of purchase. They cannot be redeemed for cash and are treated as pre-payment for services.

7.5 Refund Summary Table:

Situation	Refund Eligibility
Client cancels more than 12 hours before class	Credit retained
Client cancels less than 12 hours or no-show	Credit forfeited
Class Pack expires	Non-refundable
Gift card unused	Value expires after 12 months
Class cancelled by Soma Studio	Credit or full refund

8. Privacy and data

- 8.1 Personal data is processed in accordance with our Privacy Policy and GDPR data protection regulations.
- 8.3 Soma Studio Surrey maintains appropriate public liability and professional indemnity insurance. This does not affect your statutory rights.
- 8.2 Our studio uses CCTV for safety and security. Footage is managed under GDPR compliance.
- 8.3 From time to time, Soma Studio Surrey may take photographs or videos for marketing or promotional purposes. Clients will be notified in advance and may opt out at any time by notifying staff or contacting the studio.

9. Health and liability

9.1 By agreeing to these Terms and Conditions Clients hereby represents that they are in good physical condition and is capable of engaging in the active and passive exercises.



Any illness or condition must be discussed with the instructor prior to starting the exercises.

- 9.2 It is the Client's sole responsibility to notify the Studio before attending any session of any circumstances affecting their health which may be exacerbated through continued use of the Studio and/or which may have arisen or worsened since their last session at the Studio (if any).
- 9.3 Clients are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and wellbeing. Consult your medical professional to assess your physical condition to exercise.

Clients may train during pregnancy following consultation with medical professional before starting any exercise.

- 9.4 The Studio reserves the right to refuse access to any Clients if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of Studio facilities.
- 9.5 Clients are required to follow the instructions of the instructor at all time.
- 9.6 We are not responsible for any injury, loss, or damage caused by third parties, including other clients or external contractors.
- 9.7 Clients use all equipment at their own risk. We are not liable for misuse, loss of personal belongings, or unauthorised use of studio items.
- 9.8 All clients must complete a health questionnaire (PAR-Q) before their first class and must update us of any changes to their health or medical condition.
- 9.9 Clients consent to basic first aid being administered if necessary, and for emergency services to be contacted if required.
- 9.10 Clients must use all equipment strictly in accordance with staff instructions and posted guidance. Any use that is inconsistent with safe practice or exceeds the equipment's intended purpose is entirely at the client's own risk. We accept no liability for injury, loss, or damage resulting from such misuse.



10. Intellectual property

- 10.1 All intellectual property, branding, methods, and class content are the exclusive property of Soma Studio.
- 10.2 You may not record, reproduce, or distribute any content or materials without our written consent.

11. Competitor conduct

- 11.1 Use of our services to solicit clients or staff or for competitive research is prohibited.
- 11.2 Clients agree not to use our services to solicit staff or clients, or for competitive purposes, for 12 months after closing an account, where this restriction is lawful and reasonably necessary.

12. Debt recovery

12.1 If your balance remains unpaid for more than 60 days, we reserve the right to refer the matter to a collections agency. A £75 + VAT administration fee will be added in addition to the outstanding balance. Access to all Services may be suspended until payment is received in full.

13. Force majeure

13.1 We are not liable for any delay or failure to perform our obligations under these Terms due to circumstances beyond our reasonable control, including but not limited to acts of God, pandemics, government restrictions, strikes, technical failures, or natural disasters.

In such cases, we reserve the right to suspend, modify, or reschedule affected services without liability or obligation to provide a refund or compensation.

14. General terms

14.1 These Terms are governed by the laws of England and Wales. Any disputes will fall under the exclusive jurisdiction of the courts of England and Wales.



- 14.2 If any part of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 14.3 If you book through a third-party platform, you are still bound by these Terms and Conditions. It is your responsibility to familiarise yourself with our policies before booking. We are not responsible for the platform's own terms or errors.
- 14.4 Clients acknowledge and accept that participation in fitness activities carries inherent risks, including but not limited to physical injury, muscle strain, and equipment malfunction.
- 14.5 Children are not permitted in the studio unless part of an approved programme and supervised.
- 14.6 Except as expressly provided in these Terms, nothing in this agreement confers any rights or benefits on any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- No third party shall have the right to enforce or enjoy the benefit of any provision of this agreement.
- 14.7 By using our services, you voluntarily and expressly waive any and all claims, past or future, known or unknown, against Soma Studio Surrey LTD, its directors, staff, and agents, except in cases of death or personal injury caused by proven negligence.
- 14.8 Clients are solely responsible for their personal belongings while on our premises, including all studio areas, changing rooms, and waiting areas. Lockers are provided for convenience only. They are not monitored or insured and are used entirely at the client's own risk.

We accept no liability whatsoever for the loss, theft, or damage of any personal items, howsoever caused including but not limited to unattended areas, lockers, changing rooms, open or unlocked doors, or unauthorised access to staff-only or restricted areas.

15. General liability disclaimer

15.1 To the fullest extent permitted by law, we disclaim all liability for any loss, damage, expense, or injury suffered by clients or third parties in connection with the use of our



premises, services, equipment, or content, whether arising from contract, tort (including negligence), breach of statutory duty, or otherwise.

15.2 Clients agree to use our facilities and services entirely at their own risk and are solely responsible for their own safety and actions.