



Vaš agent: mitja tanjga - 00387/65/92-29-67- www.scakademija.com - scakademija@teol.net

### GENERAL QUESTIONS:

Last Name, First Name:

### QUESTIONS:

Sports club to which s/he belongs:

WTA / ATP Ranking

National Ranking

How did you know about our Academy?

**AGENT: MITJA TANJGA**

How many hours a week do you usually train?

Have you been seriously injured? Please describe.

Why did you decide to attend the Academy?

Wich are your objectives while at the Academy?

Wich tennis racket do you use?

Do you have any garment or sport equipment contract?  
With which brand?

### MEDICAL INSURANCE CONTRACT DETAILS:

The present questionnaire has to be answered in all its questions by the applicant.. In case of positive answers, the applicant will have to provide the maximum of information about the sickness, accident, surgical operation, medical treatment, date and present place, enclosing photocopies of the medical reports in his owns.

Height: \_\_\_\_\_ cms.

Weight: \_\_\_\_\_ Kg.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. ¿Are there any reasons why you can't affirm you are in good health?                   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. ¿Did you spend some period in hospital or undergo any surgical operation?             | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. ¿Are you presently undergoing any medical control or any treatment for some sickness? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. ¿Have you got any physical or psychic malformation, amputation, or handicap?          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 5. ¿Are you waiting for some surgical operation?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Details of positive answers \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned declares that the answers to the questions are true and that haven't hidden any details that could damage the risk evaluation, even if a third person, for whom assumes the whole responsibility, find written by himself hand the answers to such questions. He authorizes the doctors who cared for him to give to the Insurance Company all information it could ask and leave it free from its professional secret. The undersigned makes clear that the Insurance Company informed him to have the right of rescinding the contract if he hadn't told the truth or if he had hidden some circumstances related with his health state. He asks to the Administration Council of the mentioned Company to be admitted as titular of the insurance previously underlined, declaring to be informed of the complementary status and agreements of the Company, promising to carry them out strictly. Moreover he authorizes the dates transfer to other insurance e/o Reinsurance organizations in order to expedite the transaction of the Reinsurance Company and of the claims only with statistical actuarial and fraud prevention aims.

In \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ 200\_\_\_\_ (Applicant or representative signature)

## SÁNCHEZ-CASAL ACADEMY PROGRAMMES: GENERAL CONDITIONS

These general conditions refer to the programmes included in the Sánchez-Casal 2007-2008 Catalogue, in its Spanish and English versions. Paper copies of both versions can be acquired at the Sánchez-Casal Academy or in PDF digital format through the [www.sanchezcasal.com](http://www.sanchezcasal.com) webpage.

The information included in the catalogue is binding for Tennis & Friends, S.L., the company that manages the Sánchez-Casal Academy, except under any of the following circumstances:

- a) That the student is notified of the changes in this information in writing before the date on which the contract is signed.
- b) That later modifications come about under written agreement between the contracting parties.

### 1.- Legal Regulations applicable to the Sport Programme Contract, and acceptance of general conditions.

These General Conditions shall be subject to the stipulations of Law 7/1998, of 13 April, on General Contracting Conditions, Law 26/1984, of 19 July, General Consumer Defence Law and the Civil Code.

These General Conditions, signed by the contracting parties, will be incorporated into all of the Tennis & Friends, S.L. contracts which have the Sánchez-Casal Academy as their subject matter, along with the special conditions agreed on in the contract.

### 2.- Registration, price and payment method.

The registration, price and payment method conditions are described in the 2007-2008 Sánchez-Casal Academy Catalogue. No registration will be processed without proof of payment by the method indicated for the Programme chosen.

### 3.- Price Revision

Programme prices are subject to possible upward or downward variations, as a consequence of fluctuating general costs or applicable tax rates for Tennis & Friends, S.L. All prices include VAT.

Students shall be informed of price variations in writing. When the difference is significant, the student may relinquish his/her registration without penalty, or accept the modification of the contract. Under no circumstances will the price of the programme be revised upward after the credit note or full payment for the Programme is sent.

### 4.- Participant's cancellation, absence and/or withdrawal from the Programme

If the student decides to cancel his/her registration in the contracted Programme, he/she must inform Tennis & Friends of this decision in writing. The student shall be entitled to the refund of any amounts that may have been paid. Nonetheless, he/she shall be obliged to pay Tennis & Friends, S.L., depending on the programme chosen, the amounts indicated for such cases in the Sánchez-Casal 2007-2008 Catalogue.

A student's absence on the date planned for Programme initiation will mean the loss of the amount paid for this purpose.

The participant will not be entitled to any refunds if, once the Programme has begun, he/she withdraws from it on his/her own will, or that of his/her parents or legal guardians.

### 5.- Programme alterations and incidents

Tennis & Friends, S.L. agrees to provide students with all of the contracted services taken up in the Programme, with the stipulated conditions and characteristics. Nevertheless, the following factors should be borne in mind:

- a) In the event that Tennis & Friends, S.L. is obliged to significantly modify any essential element of the contract, including the price, it must immediately notify the student. The student shall be able to rescind the contract, at absolutely no charge, or accept a modification of the contract. In such case, Tennis & Friends, S.L. will specify the modifications introduced and their repercussion on the price of the Programme, if any exist.
- b) The student must communicate his/her decision as soon as possible; in any case, within the three days following notification of the Programme modification. If the student does not notify Tennis & Friends, S.L. of his/her decision within three days, it will be understood that he/she has decided to rescind his/her participation in the Programme at no charge whatsoever.
- c) If Tennis & Friends is obliged to cancel any of its Programmes due to reasons beyond the student's responsibility, or if the student decides to rescind the contract, under the conditions outlined in the foregoing sections a) and b), Tennis & Friends, S.L. shall offer the student an alternative Programme, or refund to the student all of the amounts paid for the Programme. In such case, Tennis & Friends, S.L. shall compensate the student for breach of contract with 5% of the total cost of the Programme.

Tennis & Friends, S.L. shall not be obliged to compensate students when Programme cancellation is due to force majeure, or reasonable causes. The latter is understood as the circumstances beyond the control of those who refer to them, which are unusual, and have consequences that are unavoidable, despite having acted with due diligence.

Tennis & Friends management must be informed of any differences and/or claims necessary in the student's judgement which emerge over the course of the contracted programme. Management will attempt to offer a satisfactory solution immediately.

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#### **6.- Rules and Regulations of the Sánchez-Casal Academy and Open Sports Club**

The student agrees to abide by the Rules and Regulations of the Sánchez-Casal Academy, as well as the Operating Rules of the Open Sports Club, which are published in Spanish and English. Paper copies of both versions of the Regulations and Rules can be acquired at the Academy or in PDF digital format at the [www.sanchezcasal.com](http://www.sanchezcasal.com) website.

A regulation or rule violation by the student will lead to application of the punishment formulae described therein, one of which is expulsion from the Programme. In this case, the student, his/her parents or legal guardians shall be responsible for the expenses generated by the student's advance return to his/her place of origin.

#### **7.- Insurance and Risks**

Students who contract the Sánchez-Casal Academy Programmes take full responsibility of risks inherent to the sports practice, as well as those related to the activity, including transportation in the Academy's vehicles or in Public Transportation. Students who enrol in the Sánchez-Casal Programmes will receive health insurance coverage under the Vitalicio company.

#### **8.- Use of students' image**

Tennis & Friends, S.L. reserves the right to use photos and other materials that students provide to Tennis & Friends through their participation in the Programmes, as advertising material as long as students do not expressly prohibit it. The tacit authorisation referred to shall be revocable at any time by the student, although they shall have to compensate Tennis & Friends, S.L. for any damages caused if necessary.

#### **9.- Medical and/or surgical treatment of students**

If a student requires medical treatment, must be hospitalised or operated on, and Tennis & Friends, S.L., its employees or staff has been unable to locate his/her parents or legal guardians, or in emergency cases, Tennis & Friends will be authorised to commit the measures they believe most appropriate for student's health.

#### **10.- Protection of personal information**

In compliance with Organic Law 15/1999 of 13 December, on Personal Data Protection, Tennis & Friends, S.L. hereby states that students' personal information contained on the registration sheet, and in these general conditions shall be included in a file (for which Antonio Hernández Sierra is responsible) for the commercial and operative undertakings of Tennis & Friends, S.L.. Acceptance of these general conditions implies your consent to carry out this data processing, and use the information along these lines. Likewise, we hereby inform you that it is possible to exercise the rights of access, rectification, and cancellation in the terms established by the legislation in force.

#### **11.- Jurisdiction**

For any litigation that may arise between the parties due to the interpretation, compliance and execution of this contract, they agree to subject themselves to the jurisdiction of the Court System of Barcelona.

#### **12.-Other specific conditions:**

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Signed: \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ 200\_\_\_\_\_.