



CIDESCO BEAUTY THERAPY SCHOOL RULES

SECTION 1 STANDARDS FOR CIDESCO SCHOOLS

1.1 General Rules

- 1.1.1 A school may apply for and benefit from the official accreditation by CIDESCO, Comité International d'Esthétique et de Cosmétologie, having its registered domicile in Zurich, Switzerland (hereinafter called **CIDESCO**), if, and for as long as, it fulfils all the standards mentioned in the present School Rules (such accreditation is hereinafter called **CIDESCO School Accreditation**). The school which has gained the CIDESCO School Accreditation is hereinafter called a **CIDESCO accredited School**.
- 1.1.2 A school applying for CIDESCO School Accreditation must be established as an independent legal entity and have been actively teaching in the field of Beauty therapy
- 1.1.3 The present School Rules are not intended to interfere with any restriction imposed on the CIDESCO School by any other authority e.g. the CIDESCO Section of the country where the CIDESCO School is registered (hereinafter called **CIDESCO SECTION**) or a competent Government Body within its country. Should the CIDESCO School be confronted with any restriction not fully compatible with the present School Rules, the Board of CIDESCO may take the appropriate decision after receiving duly specified documentation of such restrictions.
- 1.1.4 CIDESCO School Accreditation cannot be sold or transferred.
- 1.1.5 Upon change of ownership or premises of the CIDESCO School, section 4 applies.
- 1.1.6 The CIDESCO School must fully comply with the laws of its country and be duly registered / accredited if such a registration is required by such law.
- 1.1.7 Communication between the CIDESCO School and CIDESCO, shall be in English.
- 1.1.8 The Board of CIDESCO through its appointed representatives is entitled – at any time - to carry out an unannounced inspection in a CIDESCO School to ensure that the CIDESCO standards are upheld at all times.
- 1.1.9 A CIDESCO School shall not accept a student who wishes to transfer from another CIDESCO School without written confirmation of her/his study and attendance records and without written consent of CIDESCO.
- 1.1.10 The CIDESCO School shall not enter into or maintain any contractual or other agreement through which it directly or indirectly in any way licenses out (e.g. in connection with a franchise or otherwise) its rights granted under its CIDESCO School Accreditation.

- 1.1.11 The CIDESCO School shall not enter into or maintain any contractual or other agreement through which it directly or indirectly limits or hinders in any way the rights of another CIDESCO School granted under the CIDESCO School Accreditation of such other CIDESCO School.

1.2 Exclusive Dedication to Education

- 1.2.1 The CIDESCO School or the department applying for CIDESCO School Accreditation shall dedicate its activities exclusively to education.
- 1.2.2 The CIDESCO School shall not be or have close connection to a trading company or trade centre for commercial products or equipment or exercise any related commercial activity other than education, unless any such other activity is managed and realized under a legal entity and under a registration and in premises which are clearly separate from the entity, the registration and the premises under and in which the educational activity is managed and realized.
- 1.2.3 The CIDESCO School shall not endorse a particular brand of products or equipments.

1.3 Pursuit of the Interests of CIDESCO and Participation in CIDESCO SECTIONS

- 1.3.1 The CIDESCO School shall actively support and promote the interests of CIDESCO.
- 1.3.2 The CIDESCO School shall neither directly nor indirectly be involved in any activity which contravenes the interests of CIDESCO. In particular the CIDESCO School shall strictly follow the latest applicable version of the CIDESCO Code of Ethics.
- 1.3.3 The CIDESCO School shall be and remain a member of the CIDESCO SECTION, if such a Section exists. If such a CIDESCO SECTION is established at a later date, the CIDESCO School shall become a member within 6 months following the CIDESCO SECTION'S formation. CIDESCO Schools are obliged to abide by the Rules and Regulations of such CIDESCO SECTION. If the CIDESCO School is located in a country without a CIDESCO SECTION, it must become an Affiliate Member of CIDESCO as stipulated in the CIDESCO Statutes and pay Affiliate Membership fees.
- 1.3.4 The CIDESCO School shall continuously provide its students with information on CIDESCO, its history, goals, philosophy and ethics and explain to them the responsibilities of a CIDESCO Diploma / Certificate Holder towards the profession and also towards the CIDESCO SECTION of its country, if such a SECTION exists. The students should be encouraged to become a student member and after graduation become a professional member of such a CIDESCO SECTION.

- 1.3.5 The CIDESCO School must send to the CIDESCO SECTION of its country, if such section exists, a list of all its students and their contact details. This list shall only be used by such CIDESCO SECTION and CIDESCO International internally, and shall not be forwarded to a third party.
- 1.3.6 The CIDESCO School shall strictly abide by the applicable version of the CIDESCO Trademark Rules.

1.4 Management of the CIDESCO School

- 1.4.1 The persons responsible for the management of the CIDESCO School, actively supported also by their staff, shall ensure that the current CIDESCO School Rules are strictly followed.

1.5 Teachers

- 1.5.1 The teachers responsible for the CIDESCO Education (hereinafter referred to as **Teachers**) must be adequately trained and qualified in the subjects they teach.
- 1.5.2 The Teachers must have a minimum of 2 years' experience within the profession they teach after qualifying and preferably have teaching experience or working towards a teaching qualification.
- 1.5.3 The CIDESCO School must immediately inform CIDESCO if it no longer fulfils any of the requirements defined in sections 1.6.1 – 1.6.3 and immediately take appropriate measures to rectify this deficiency. The CIDESCO School shall keep CIDESCO informed about such measures and the consequences thereof on a continuous basis.
- 1.5.4 It is important that regular Teachers' meetings are held to discuss training, students' progress and examination procedures. Records of such meetings should be available to the CIDESCO Examiners nominated.
- 1.5.5 The Teachers must participate in continuous professional development.
- 1.5.6 The Teachers shall follow a dress code which is appropriate to the profession.

1.6 Standards of the Facilities and the Equipment of a CIDESCO Schools

- 1.6.1 The CIDESCO School shall always offer its Education courses in Facilities which comply with CIDESCO standards.
- 1.6.2 The CIDESCO School shall always offer and maintain equipment used in the teaching of its courses

- 1.6.3 The standards mentioned in sections 1.7.1 and 1.7.2 shall reasonably be defined by CIDESCO. They may be amended by CIDESCO in particular in order to adapt them in a flexible way to changed technical and economic circumstances. CIDESCO may thereby consult the education committee nominated by the Board of CIDESCO. CIDESCO shall also reasonably specify the terms and conditions as to how and until when the stated standards shall be applicable for already existing CIDESCO Schools.

1.7 Diary

- 1.7.1 The CIDESCO School shall keep attendance records of all students, records must include the dates and times of all practical and theoretical lessons, tests, and examinations and, subjects taught, whether practical work has been carried out on clients or on students. These records must indicate the length of each lesson, and the name of the tutor in charge as well as show the daily absenteeism of students.

SECTION 2 RIGHTS AND OBLIGATIONS OF A CIDESCO SCHOOLS

2.1 Use of CIDESCO Reputation

- 2.1.1 The School has the right to refer to its CIDESCO School status in its communication with its students and with other third parties.
- 2.1.2 The CIDESCO School has the right to organise CIDESCO Examinations in accordance with the CIDESCO Examination procedures
- 2.1.3 The CIDESCO School may use the CIDESCO Trademarks, but only in strict compliance with the applicable version of the CIDESCO Trademark Rules
- 2.1.4 The CIDESCO School shall receive a CIDESCO Plaque certifying its CIDESCO School Accreditation. Such CIDESCO Plaque shall remain the property of CIDESCO (see sections 5 and 6).

2.2 Observance of CIDESCO Standards and CIDESCO Rules and Regulations

- 2.2.1 The CIDESCO School shall at all times strictly observe, maintain and support all the standards defined in section 1 of the present School Rules as well as any further applicable rules in the latest applicable version, in particular the CIDESCO Code of Ethics and CIDESCO Trademark Rules
- 2.2.2 The Accredited CIDESCO School shall strictly observe additional ethical rules which may be issued by the CIDESCO SECTION, if such a Section exists, in order to assist as CIDESCO representative and ensure that the CIDESCO reputation is protected and upheld.

2.3 Financial Obligations

- 2.3.1 The CIDESCO School shall pay to CIDESCO the **Annual Training / School Accreditation Fee** specified in **Annex 1**. Such fee shall be payable by the end of February of each calendar year at the latest to the account indicated by the CIDESCO Secretariat. If an applying school is accredited after the 31st January the school shall pay their **Annual Training / School Accreditation Fee** pro rata according to the remaining months of the year.
- 2.3.2 The CIDESCO School shall also fully comply with the **further financial obligations** specified in **Annex 1** in connection with the organisation of CIDESCO Examinations. The CIDESCO School shall be responsible for:
- Hotel accommodation including breakfast for the CIDESCO Examiners nominated by CIDESCO for the specific CIDESCO Examination from the night prior to the examination up to and including the last night after the examination – should the CIDESCO Examiner not be able to leave immediately after the examination.
 - Examiners' hotel accommodation must be of a very good standard and located in a safe and appropriate area and include dining facilities and private bathroom & internet service.
- 2.3.3 The CIDESCO School shall fully observe all **financial and other obligations towards the CIDESCO SECTION** of which the CIDESCO School shall be a member under section 1.3.3, above.
- 2.3.4 An **Application/Inspection Fee** defined in **Annex 1** to the present School Rules is payable by the applying school together with the application for School Accreditation. Should the application not be approved for fifty percent of this fee will be refunded.
- 2.3.5 If the owner of the CIDESCO School changes or if the CIDESCO School has moved to different premises, then section 3 applies. In the case of section 3.4 the school under probation will be invoiced with a **Re-Inspection Fee** defined in **Annex 1**, payable before the re-inspection. In addition the CIDESCO School / school under probation shall pay the reasonable costs mentioned in sections 3.2 and 3.4.
- 2.3.6 The **Fee for the Affiliate Membership of CIDESCO School Fee** (see section 1.3.3) is additional to the annual School Accreditation Fee.
- 2.3.7 All the above-mentioned Fees are subject to annual review. They are not refundable or transferable, except where stipulated.

SECTION 3 CHANGE OF OWNERSHIP OR LOCATION OF PREMISES OF A CIDESCO SCHOOL

3.1 Notification to CIDESCO

If the ownership or the operator of the CIDESCO School change (e.g. as a consequence of the death of the owner or of the operator or because of a partial or full transfer of its ownership of the school) or if the CIDESCO School has moved to new premises, then the CIDESCO School Accreditation is not automatically transferred (see section 1.1.4). In such a case the school shall notify in writing the CIDESCO Secretariat, as well as the CIDESCO SECTION, if such a section exists, as soon as possible but in any case within one month of the occurrence of such change. The school shall add to such notification a duly documented explanation of the legal and practical consequences of the notified change.

3.2 Assessment

Following the receipt of the notification defined in section 3.1 the school will be inspected by a CIDESCO Assessor nominated by CIDESCO who will send a written report to the Board of CIDESCO for consideration. The school shall pay the reasonable costs connected with such inspection. The Board of CIDESCO in its full discretion may decide to accept the notified changes without such inspection, if it is clear that the notified changes do not affect the fulfilments of CIDESCO'S standards and requirements as described in the present School Rules and that therefore the CIDESCO School Accreditation shall be confirmed. The Board of CIDESCO will inform the CIDESCO School and the CIDESCO SECTION, if such a Section exists, whether such inspection will take place.

3.3 Possible new Probation Period

If the Board of CIDESCO after careful consideration of the information submitted by such school and after consultation of the CIDESCO SECTION, if such a section exists, in its discretion comes to the conclusion that the notified change may question the fulfilment of any of the standards of the CIDESCO School Accreditation, it will place the CIDESCO School Accreditation of the school on a 1 years' probation.

3.4 Re-Inspection

At the end of the probationary period stated in section 3.3 a re-inspection by a CIDESCO Assessor nominated by CIDESCO will be arranged and the school will be invoiced a Re-Inspection Fee defined in **Annex 1**, payable before the re-inspection. In addition the school under probation shall pay the reasonable costs connected with such re-inspection, such as travelling costs of the CIDESCO Assessor.

3.5 Definitive new Accreditation

Considering the results of the re-inspection mentioned in section 3.4 as well as any other pertinent information received, the Board of CIDESCO will decide on the definitive new CIDESCO School Accreditation of the school.

3.6 Existing Financial Obligations

All financial obligations of the seller or of the former operator towards CIDESCO must be settled in full before any assessment under section 3.2 takes place or the transfer of the CIDESCO School Accreditation to a purchaser is granted. The purchaser or the new operator may, however, pay the open financial obligations of the seller in order to avoid such consequences which would force it to reapply for CIDESCO School Application. For this purpose CIDESCO shall be allowed to inform the purchaser or the new operator about such open financial obligations of the seller or the former operator.

SECTION 4 WITHDRAWAL OF CIDESCO SCHOOL ACCREDITATION

4.1 Reasons for Withdrawal

4.1.1 The Board of CIDESCO shall consider the withdrawal of the CIDESCO School Accreditation if it receives knowledge, through credible and verifiable sources with substantiated information in writing that a CIDESCO School has violated any of its obligations mentioned in section 2 or no longer fulfils all the standards mentioned in section 1 of the present School Rules and in particular if any of the following cases has occurred:

- a) the CIDESCO Examinations organized by the CIDESCO School do not meet the CIDESCO requirements and standards referred to in the present School Rules or show repeatedly unsatisfactory results (i.e. in 3 consecutive CIDESCO examinations less than 60% of the students enrolled have participated or the students participating in such CIDESCO Examinations show less than 60% pass rate)
- b) the teaching methods of the CIDESCO School have proven to be unsatisfactory
- c) the CIDESCO School and/or its teachers and/or its staff are guilty of serious offences or unethical behaviour, in particular if any of the rules of the CIDESCO Code of Ethics is violated
- d) the CIDESCO School has not organized any CIDESCO Examination for two consecutive years, unless prior written consent has been given by CIDESCO
- e) the CIDESCO School has not fully observed the financial obligations specified in the present School Rules as well as in **Annex 1** to the present School Rules

- f) the CIDESCO School has accepted one or more student(s) for the CIDESCO Examination from another CIDESCO School or any other school without prior written consent of CIDESCO
- g) the CIDESCO School has cancelled a CIDESCO Examination repeatedly without justifiable reasons
- h) the CIDESCO School or an interpreter engaged by the CIDESCO School is guilty of deliberate incorrect translation, to the advantage of the candidates
- i) the CIDESCO School and/or its teachers and/or its staff have violated the present School Rules and/or the CIDESCO Trademark Rules, or are guilty of misleading or unfair advertising.

4.2 Investigations

- 4.1.1 The Board of CIDESCO may at any time, in particular if any of the specific cases mentioned in section 4 above has occurred, further investigate or arrange for further investigations by appropriate independent third persons.
- 4.1.2 The CIDESCO School has the obligation to fully cooperate in such investigations and to submit to the Board of CIDESCO any information or documentation it might reasonably request.
- 4.1.3 In such investigations the Board of CIDESCO will request the assistance of, and freely communicate with, the CIDESCO SECTION, if such a section exists.

4.3 Written warning

- 4.3.1 If the Board of CIDESCO comes to the conclusion that one of the cases mentioned in section 4 applies, then it shall send the CIDESCO School a warning letter specifying the shortcomings as well as the expected rectifications of such shortcomings and the reasonable deadline for such rectifications.
- 4.3.2 The CIDESCO School shall submit to the Board of CIDESCO reasonable evidence of such rectifications. Within the deadline defined in section 4.3.1 such evidence must be sent to the CIDESCO Secretariat.

4.4 Actual withdrawal of the CIDESCO School Accreditation

- 4.4.1 If the CIDESCO school has not fully rectified the shortcomings identified in the warning letter mentioned in section 4.3.1 and submitted to the Board of CIDESCO via the CIDESCO Secretariat within the set deadline sufficient evidence of the rectification of the shortcomings identified, then the Board of CIDESCO shall decide on the withdrawal of the CIDESCO School Accreditation of the CIDESCO School concerned.
- 4.4.2 Alternatively, instead of a withdrawal, the Board of CIDESCO may decide to put the CIDESCO School back to the status of a school under probation.

- 4.4.3 CIDESCO shall inform the CIDESCO School in writing of such decision, with copy to the CIDESCO SECTION, if such a section exists. The CIDESCO School Accreditation of the CIDESCO School concerned is withdrawn (in the case of section 4.4.1) or put back on probation (in the case of section 4.4.2) as from the date of receipt of this information by the school concerned.
- 4.4.4 There shall not be any right to appeal against the decision of the Board of CIDESCO under section 4.4 and no further correspondence will be entered into.

5.5 Consequences of Withdrawal

- 5.5.1 Upon receipt of the decision of withdrawal, mentioned in section 4.4, the school concerned shall:
- a) immediately notify its students participating in a course which is in progress and which was intended to lead to a CIDESCO Examination or which is due to commence in the future on the fact of the withdrawal, and submit to the Board of CIDESCO documented proof in writing that this obligation of notification has been fully complied with
 - b) immediately return to the CIDESCO Secretariat at its own cost the CIDESCO Plaque delivered to the school under section 2.1.4.
 - c) immediately withdraw and destroy any literature, advertisements, brochures, letterheads etc and delete any reference on the website of the school which contains the CIDESCO logo, the words "CIDESCO SCHOOL" or any other words or reference implying directly or indirectly its Accreditation.
- 5.5.2 In the case of a withdrawal the school is not entitled to any compensation or refund of any paid fees. All fees due and any other outstanding financial obligation of the school must be paid in full.
- 5.5.3 The Board of CIDESCO has the right to take any measures it deems appropriate if the school which has lost the CIDESCO School Accreditation does not fully comply with the obligations mentioned in section 4.5.1. In particular the Board of CIDESCO reserves the right to inform the public about the withdrawal of the CIDESCO School Accreditation. For such measures the Board of CIDESCO may also use the help of the CIDESCO SECTION, if such a section exists.

5.6 Re-Application

- 5.6.1 After withdrawal of the CIDESCO School Accreditation, a school must wait for at least two years before it can re-apply.

SECTION 6 RESIGNATION OF A CIDESCO BEAUTY THERAPY SCHOOL

6.1 Notice of Resignation

The CIDESCO School may at any time decide to resign from its CIDESCO Accreditation. Such resignation can only be accepted to be effective at the end of the calendar year. The resigning CIDESCO School must give 6 months' notice in writing by registered mail addressed to the CIDESCO Secretariat before the end of the calendar year. A copy of the resignation shall be forwarded to the CIDESCO SECTION, if such a section exists.

6.2 Financial Consequences of Resignation

All Fees due and any other financial obligations including those of the calendar year in which the notice of resignation is given, must be paid in full. The resigning school is not entitled to any compensation or to a refund of any paid fee.

6.3 Further Consequences of Resignation

At the end of the notice period mentioned in section 6.1 at the latest, the resigning school shall comply with all obligations mentioned in section 5.5.1 a) – d). Sections 5.5.2 and 5.5.3 shall also apply to resigning CIDESCO Beauty Therapy School.

SECTION 7 Transitional Rules

7.1. The present School Rules as well as any later amendments thereof duly ratified by the General Assembly of CIDESCO shall, subject to section 7.2, apply with immediate effect as of the date of the ratification by the General Assembly of CIDESCO.

7.2 CIDESCO Schools which already existed before the ratification by the General Assembly of CIDESCO of a specific amendment of the present School Rules, shall abide by such amendments as soon as possible, in any case within 12 months following the date of ratification of such amendment by the General Assembly of CIDESCO.

Annex 1 Applicable Fees