



## **CIDESCO BEAUTY THERAPY SCHOOL RULES**

## **SECTION 1    STANDARDS FOR CIDESCO BEAUTY THERAPY SCHOOLS**

### **1.1    General Rules**

- 1.1.1 A Beauty Therapy 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 Beauty Therapy School Accreditation**). The school which has gained the CIDESCO Beauty Therapy School Accreditation is hereinafter called **CIDESCO Beauty Therapy School**.
- 1.1.2 A school applying for CIDESCO Beauty Therapy School Accreditation must be established as an independent legal entity and have been actively teaching in Beauty, Skin and Body Therapy including electrical equipment as listed on the official **CIDESCO Beauty Therapy School Application Form** before applying.
- 1.1.3 The present School Rules are not intended to interfere with any restriction imposed on the CIDESCO Beauty Therapy School by any other authority e.g. the CIDESCO Section of the country where the CIDESCO Beauty Therapy School is registered (hereinafter called **CIDESCO SECTION**) or a competent Government Body within its country. Should the CIDESCO Beauty Therapy 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 Beauty Therapy School Accreditation cannot be sold or transferred.
- 1.1.5 Upon change of ownership of the CIDESCO Beauty Therapy School, section 4 applies.
- 1.1.6 Upon the change of premises of the CIDESCO Beauty Therapy School, section 4 applies.
- 1.1.7 The CIDESCO Beauty Therapy School must fully comply with the laws of its country and be duly registered / accredited if such a registration is required by such law.
- 1.1.8 Communication between the CIDESCO Beauty Therapy School and CIDESCO, its Board or its Secretariat shall be in English. Notices and communication to the Board of CIDESCO shall be addressed in writing to the Secretariat of CIDESCO with the specific reference "to the attention of the Board of CIDESCO".
- 1.1.9 The Board of CIDESCO through its appointed representatives is entitled – at any time - to carry out an unannounced inspection in a CIDESCO Beauty Therapy School to ensure that the CIDESCO standards of the present School Rules are upheld at all times.

- 1.1.10 A CIDESCO Beauty Therapy School shall not accept a student who wishes to transfer from another CIDESCO Beauty Therapy School without written confirmation of her/his study and attendance records and without written consent of the Board of CIDESCO.
- 1.1.11 The CIDESCO Beauty Therapy 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 Beauty Therapy School Accreditation.
- 1.1.12 The CIDESCO Beauty Therapy 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 Beauty Therapy School granted under the CIDESCO Beauty Therapy School Accreditation of such other CIDESCO Beauty Therapy School.

## **1.2 Exclusive Dedication to Beauty Therapy Education**

- 1.2.1 The CIDESCO Beauty Therapy School or the department applying for CIDESCO Beauty Therapy School Accreditation shall dedicate its activities exclusively to the education of Beauty Therapy.
- 1.2.2 The CIDESCO Beauty Therapy 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 Beauty Therapy 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 Beauty Therapy School shall actively support and promote the interests of CIDESCO.
- 1.3.2 The CIDESCO Beauty Therapy School shall neither directly nor indirectly be involved in any activity which contravenes the interests of CIDESCO. In particular the CIDESCO Beauty Therapy School shall strictly follow the latest applicable version of the CIDESCO Code of Ethics (see **Annex 4**).
- 1.3.3 The CIDESCO Beauty Therapy 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 Beauty Therapy School shall become a member within 6 months following the CIDESCO SECTION'S formation. CIDESCO Beauty Therapy Schools are obliged to abide by the Rules and Regulations of such CIDESCO SECTION. If the CIDESCO Beauty Therapy

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 (see section 3.3.8 of the present School Rules as well as sections 9.1 and 13.5 of the CIDESCO Statutes).

- 1.3.4 The CIDESCO Beauty Therapy 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 Holder towards the profession and also towards the CIDESCO SECTION of its country, if such a section exists. The student 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 Beauty Therapy 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 Beauty Therapy School shall strictly abide by the applicable version of the CIDESCO Trademark Rules (see excerpt thereof in **Annex 5** and section 3.1.3).
- 1.4 Standards for the CIDESCO Beauty Therapy Education, for the CIDESCO Beauty Therapy Diploma and Procedures for CIDESCO Examinations**
  - 1.4.1 The CIDESCO Beauty Therapy School shall always offer and execute a beauty therapy education which complies with the standards (in particular as to the length, the contents and further details as to the theoretical and practical syllabus of the education) which are specified in **Annex 1**. (The education complying with these standards is hereinafter called **CIDESCO Beauty Therapy Education**.)
  - 1.4.2 The CIDESCO Beauty Therapy Education shall prepare for examinations through which a diploma recognized by CIDESCO can be obtained (such examinations are hereinafter called **CIDESCO Examinations** and such diploma is hereinafter called **CIDESCO Beauty Therapy Diploma**).
  - 1.4.3 The procedure of the CIDESCO Examinations (hereinafter called **CIDESCO Examination Procedure**) is specified in **Annex 2**.
  - 1.4.4 The standards mentioned in section 1.4.1 and the CIDESCO Examination Procedure mentioned in section 1.4.3 shall reasonably be defined by the Board of CIDESCO. They may be amended by the Board of CIDESCO from time to time in order to adapt them in a flexible way, in particular to changed technical and economical circumstances. The Board of CIDESCO may thereby consult the education committee nominated by the Board of CIDESCO. The Board of CIDESCO shall also reasonably specify the terms and conditions as to how and until when the stated amendments shall be applicable for already existing CIDESCO Beauty Therapy Schools.

## **1.5 Management of the CIDESCO Beauty Therapy School**

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

## **1.6 Teachers**

- 1.6.1 The teachers responsible for the CIDESCO Beauty Therapy Education (hereinafter referred to as **Teachers**) must be adequately trained and qualified in the subjects they teach.
- 1.6.2 The Teacher/s must be CIDESCO Diploma Holders and should be members of their CIDESCO SECTION, if such a section exists. They are required to submit their CIDESCO Diploma or proof of qualification.
- 1.6.3 The Teachers must have a minimum of 2 years experience within the beauty therapy profession after qualifying as beauty therapists and preferably have teaching experience or working towards a teaching qualification.
- 1.6.4 The CIDESCO Beauty Therapy School must immediately inform the Board of 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 Beauty Therapy School shall keep the Board of CIDESCO informed about such measures and the consequences thereof on a continuous basis.
- 1.6.5 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.
- 1.6.6 The Teachers must participate in continuous professional development.
- 1.6.7 The Teachers shall follow a dress code which is appropriate to the profession.

## **1.7 Standards of the Facilities and the Equipment of CIDESCO Beauty Therapy Schools**

- 1.7.1 The CIDESCO Beauty Therapy School shall always offer the CIDESCO Beauty Therapy Education in Facilities which comply at least with the standards specified in **Annex 1**.
- 1.7.2 The CIDESCO Beauty Therapy School shall always offer and maintain for the performance of the CIDESCO Beauty Therapy Education equipment which complies at least with the standards specified in **Annex 1**.
- 1.7.3 The standards mentioned in sections 1.7.1 and 1.7.2 shall reasonably be defined by the Board of CIDESCO. They may be amended by the Board of CIDESCO in particular in order to adapt them in a flexible way to changed technical and economical circumstances. The Board of CIDESCO may thereby consult the education committee nominated by the Board of CIDESCO. The Board of 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 Beauty Therapy Schools.

## **1.8 Products**

1.8.1 It is compulsory for a CIDESCO Beauty Therapy School to have available for students to work with, at least two ranges of professional skin care products, suitable for different skin types, from a minimum of two different manufacturers - one range of which must be available internationally. All products must comply with all practical requirements for CIDESCO practical training.

1.8.2 These two ranges of skin care products must be used during practical work at the CIDESCO Beauty Therapy School as well as during the CIDESCO Examinations.

## **1.9 Diary**

1.9.1 The CIDESCO Beauty Therapy School shall keep a diary signed by the Teachers. Such diary shall record daily the dates and times of all practical and theoretical lessons, tests, examinations, subjects taught, whether practical work has been carried out on clients or on students. The diary must indicate the length of each lesson which must be at least 45 minutes, and the name of the tutor in charge and show the daily absenteeism of students.

1.9.2 The CIDESCO Beauty Therapy School shall maintain an attendance register in which the CIDESCO Examiner can see clearly the hours completed by each student.

1.9.3 The CIDESCO Beauty Therapy School must always display its timetables so as to be easily accessible to its students.

## **1.10 Assessments**

1.10.1 The students enrolled for the CIDESCO Beauty Therapy Education must take at least 2 assessments on each practical & theoretical subject taught during the CIDESCO Beauty Therapy Education.

## **SECTION 2 PROCEDURE FOR THE APPLICATION AS CIDESCO BEAUTY THERAPY SCHOOL**

### **2.1 Documents**

2.1.1 A school applying for CIDESCO Beauty Therapy School Accreditation shall duly fill in the latest applicable version of the official **CIDESCO Beauty Therapy School Application Form** prepared by the Board of CIDESCO and issued by the CIDESCO Secretariat Zurich, Switzerland upon request by the applying school or downloaded from the official CIDESCO website.

2.1.2 The applying school shall furthermore produce the additional documents listed in the CIDESCO Beauty Therapy School Application Form. If these documents are

- not in English the applying school shall produce an English translation or at least a reasonable explanation if it's content in English.
- 2.1.3 The applying school shall in particular prepare an original and 2 copies of the following documents, together with an English translation thereof if the originals are not in English:
- a) Written proof certifying that the applying school is a member, or will become a member of its CIDESCO SECTION, if such a section exists
  - b) A copy of the school registration/accreditation with local and national authorities as well as of the documents evidencing its legal existence
- 2.1.4 The duly filled in CIDESCO Beauty Therapy School Application Form together with the originals of the documents listed in section 2.1.2 and 2.1.3 shall be sent to the CIDESCO Secretariat, Zurich, Switzerland.
- 2.1.5 One copy of the complete application shall be sent to the CIDESCO SECTION, if such a section exists.

## **2.2 Application Fee**

- 2.2.1 The application of a school will only be considered if the applying school has paid the Application/Inspection Fee, which is defined in **Annex 3** to the present School Rules, to the account indicated by the CIDESCO Secretariat (see also section 3.3.4).
- 2.2.2 The Application/Inspection Fee paid under section 2.2.1 is not transferable. Should the application not be approved by the Board of CIDESCO under section 2.3.5, fifty percent of this fee will be refunded (see section 3.3.4).

## **2.3 Assessment of Application by CIDESCO**

- 2.3.1 After receipt by the Board of CIDESCO of the application in line with all requirements described in section 2.1 and the full payment of the application fee due under section 2.2, the application is checked by the CIDESCO Secretariat and receives an initial evaluation by the Board of CIDESCO.
- 2.3.2 The Board of CIDESCO will then request from the CIDESCO SECTION, if such a section exists, its comments on the application, to be submitted within a given time specified by the Board of CIDESCO. Once the comments have been received within due time, the application is re-assessed by the Board of CIDESCO who decides whether the application is to be accepted for further processing or if it is to be rejected.
- 2.3.3 If the application is accepted for further processing by the Board of CIDESCO, then an Assessor will be appointed by the Board of CIDESCO (hereinafter called **CIDESCO Assessor**).
- 2.3.4 The CIDESCO Assessor shall then visit and inspect the applying school and summarise the results of the inspection in a written report to the Board of

- CIDESCO, who will then make a decision. The Board of CIDESCO will consult the CIDESCO SECTION, if such a section exists, before making its decision.
- 2.3.5 Should the Board of CIDESCO come to the conclusion that the results of the inspection are not satisfactory or that certain of the standards listed in section 1 of the present School Rules are not or not fully met, the Board of CIDESCO may in its reasonable discretion grant the applicant a certain period of time to rectify the inadequacies. On the expiry of the allocated time, the applying school may re-apply by submitting documented proof that such inadequacies have been fully rectified. Thereafter a re-inspection will be arranged and the Board of CIDESCO will either reject the application or accept it as specified in section 2.3.6. The applying school will be charged all reasonable costs involved with said inspection.
- 2.3.6 If the results of the inspection are satisfactory the Board of CIDESCO will accept the applying school on probation as defined in section 2.4.
- 2.3.7 The applying school and the CIDESCO SECTION, if such section exists, will be informed by the CIDESCO Secretariat of the decision of the Board of CIDESCO under sections 2.3.5 and 2.3.6.
- 2.3.8 The decision of the Board of CIDESCO on the application will be final. There shall be no right of appeal against the decision of the Board of CIDESCO on the application and no further correspondence will be entered into.
- 2.4 Acceptance for Probation**
- 2.4.1 Based on a positive decision on the application by the Board of CIDESCO as provided for in section 2.3.6, the applying school will be accepted for probation. In such case, the school under probation shall have the rights and obligations stated hereafter.
- 2.4.2 Following a positive decision on the application by the Board of CIDESCO as provided for in section 2.3.6, the CIDESCO Secretariat will provide the school under probation with the relevant CIDESCO documentation defined in the CIDESCO Examination Procedure.
- 2.4.3 Under the probation status mentioned in section 2.4.1, the school under probation has the right to start training its students towards a first CIDESCO Examination. The school under probation is entitled to state to its students and to third parties (e.g. in advertisements) that it is conducting a course leading towards the CIDESCO Examination according to the present School Rules. In so doing the school under probation must, however, clearly state and leave no doubt that its CIDESCO acceptance is only on a probationary basis and that is not yet a CIDESCO Beauty Therapy School.
- 2.4.4 During the probationary period the school under probation does not have the right to use the CIDESCO logo in its advertisements or elsewhere.



- 2.4.5 The temporary acceptance on probation may be withdrawn by the Board of CIDESCO at any time, should the school under probation not strictly follow the obligations mentioned in sections 2.4.3 and 2.4.4 or should it not or no longer fulfil any of the standards defined in section 1 of the present School Rules. There shall be no right of appeal against the decision of the Board of CIDESCO on such withdrawal and no further correspondence will be entered into following the communication by the Board of CIDESCO of such decision. In such a case the school concerned shall not have any claim against CIDESCO; in particular, there shall be no claim for repayment of any fees paid by the school concerned in this case.
- 2.4.6 If during the probationary period the school under probation has organized a CIDESCO Examination unsuccessfully because the examination was not in full compliance with the present School Rules, it may organize a second time a CIDESCO Examination. If such second examination is unsuccessful again or does not fully comply with the requirements of the present School Rules the temporary acceptance on probation will end at the discretion of the CIDESCO Board and the school must wait two years before it may reapply.
- 2.4.7 The temporary acceptance on probation, and all rights connected thereto, shall automatically lapse, if after two years following the issuance of the decision of the acceptance for probation, the school concerned has not successfully organized a CIDESCO Examination in full compliance with the present School Rules. In such a case the school concerned shall not have any claim against CIDESCO; in particular, there shall be no claim for repayment of any fees paid by the school concerned in this case.
- 2.4.8 Notice of a withdrawal decided under sections 2.4.5 or 2.4.6 or a lapse under section 2.4.7 must be immediately brought to the attention of the students of the school concerned (section 5.5.1 subsection a) shall apply accordingly).

## 2.5 Decision on Definitive Accreditation

- 2.5.1 CIDESCO shall evaluate the first CIDESCO Examination organized as provided for in section 2.4.3 or the second CIDESCO Examination organized as provided for in section 2.4.6 through an examiner nominated by the Board of CIDESCO (hereinafter called **CIDESCO Examiner**) who will submit to the Board of CIDESCO a written report on the CIDESCO Examination. Such report shall also mention any failure to fulfil any of the standards defined in section 1 of the present School Rules discovered during the CIDESCO Examination or any other failure or shortcomings.
- 2.5.2 Based on a valid report and proof submitted as provided for under section 2.5.1, as well as considering reasonably any other pertinent information received, the Board of CIDESCO will thoroughly investigate and decide, after the school under probation has completed the training period of its probationary status specified by the Board of CIDESCO, in its reasonable judgement to:
- a) grant the definitive CIDESCO Beauty Therapy School Accreditation if all requirements are fully met (whereby section 2.5.3 shall apply)

- b) grant the conditional CIDESCO Beauty Therapy School Accreditation, if certain deficiencies exist (whereby sections 2.5.4 – 2.5.6 shall apply)
  - c) refuse to grant of the CIDESCO Beauty Therapy School Accreditation, if the requirements are not met (whereby sections 2.5.7 and 2.5.8 shall apply)
- 2.5.3 Following the decision to grant the definitive CIDESCO Beauty Therapy School Accreditation as stated under section 2.5.2 a), the school concerned shall enjoy all rights and assume all obligations of a CIDESCO Beauty Therapy School as defined in the present School Rules as of the date of the communication stated under section 2.5.9.
- 2.5.4 If the decision is conditional as stated under section 2.5.2 b) the Board of CIDESCO shall communicate to the school under probation the deficiencies, indicate specific obligations if appropriate and define a reasonable deadline for the school to rectify the stated deficiencies.
- 2.5.5 Following the decision to grant the conditional CIDESCO Accreditation as stated under section 2.5.2 b), the school shall, unless specifically stated otherwise in the communication issued under section 2.5.4, enjoy all rights and assume all obligations of a CIDESCO Beauty Therapy School as defined in the present School Rules, as of the date of such communication stated under section 2.5.9 and until a final decision is rendered under section 2.5.6.
- 2.5.6 Upon meeting the deadline defined in section 2.5.4 the Board of CIDESCO shall render a decision to
- a) either grant the definitive CIDESCO Beauty Therapy School Accreditation (whereby section 2.5.3 shall apply), or
  - b) refuse to grant the CIDESCO Beauty Therapy School Accreditation, (whereby sections 2.5.7 and 2.5.8 shall apply).
- 2.5.7 If the CIDESCO Beauty Therapy School accreditation is refused, the school concerned shall be given the reasons for the refusal in writing. The Board of CIDESCO shall not enter into any further correspondence with the school concerned. The school concerned shall not have any claim against CIDESCO; in particular, there shall be no claim for repayment of any fees paid by the school concerned. The School must then wait two years before it may reapply under the rules of section 2.
- 2.5.8 Notice of such a refusal must be immediately brought to the attention of the students of the school concerned section 5.5.1 a) shall apply by analogy.
- 2.5.9 The decisions rendered under sections 2.5.2, 2.5.6 and 2.5.7 shall be communicated to the school concerned as well as to the CIDESCO SECTION, if such a section exists.

- 2.5.10 The decision rendered under sections 2.5.2, 2.5.6 and 2.5.7 and communicated under 2.5.9 shall be final and there shall be no right of appeal against such decision.

### **SECTION 3 RIGHTS AND OBLIGATIONS OF CIDESCO BEAUTY THERAPY SCHOOLS**

#### **3.1 Use of CIDESCO Reputation**

- 3.1.1 The CIDESCO Beauty Therapy School has the right to refer to its CIDESCO Beauty Therapy School Accreditation in its communication with its students and with other third parties. Such reference shall always include the “CIDESCO School Code Number” communicated by the CIDESCO Secretariat.
- 3.1.2 The CIDESCO Beauty Therapy School has the right to organize CIDESCO Examinations and to prepare its students for the CIDESCO Beauty Therapy Diploma.
- 3.1.3 The CIDESCO Beauty Therapy School may use the CIDESCO Trademarks, but only in strict compliance with the applicable version of the CIDESCO Trademark Rules (see excerpt thereof in **Annex 5**).
- 3.1.4 The CIDESCO Beauty Therapy School shall receive a CIDESCO Plaque certifying its CIDESCO Beauty Therapy School Accreditation. Such CIDESCO Plaque shall remain the property of CIDESCO (see sections 5.5.1 b and 6.3).

#### **3.2 Observance of CIDESCO Standards and CIDESCO Rules and Regulations**

- 3.2.1 The CIDESCO Beauty Therapy 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 (see **Annex 4**) and CIDESCO Trademark Rules (see excerpt thereof in **Annex 5**).
- 3.2.2 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.

#### **3.3 Financial Obligations (see Annex 3)**

- 3.3.1 The CIDESCO Beauty Therapy School shall pay to CIDESCO the **Annual Training / School Accreditation Fee** specified in **Annex 3**. 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 31<sup>st</sup> January the school shall pay their **Annual Training / School Accreditation Fee** pro rata according to the remaining months of the year.

- 3.3.2 The CIDESCO Beauty Therapy School shall also fully comply with the **further financial obligations** specified in **Annex 3** in connection with the organisation of CIDESCO Examinations. The CIDESCO Beauty Therapy School shall be responsible for:
- Hotel accommodation including breakfast for the CIDESCO Examiners nominated by CIDESCO for the specific CIDESCO Examination to be paid by the CIDESCO Beauty Therapy School 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.
- 3.3.3 The CIDESCO Beauty Therapy School shall fully observe all **financial and other obligations towards the CIDESCO SECTION** of which the Accredited CIDESCO School shall be a member under section 1.3.3, above.
- 3.3.4 An **Application/Inspection Fee** defined in **Annex 3** to the present School Rules (see also section 2.2.1) is payable by the applying school together with the application for CIDESCO Beauty Therapy School Accreditation. Should the application not be approved as stated in section 2.3.5, fifty percent of this fee will be refunded. No such refund is due in the cases of sections 2.4.5 and 2.4.7.
- 3.3.5 **Examination Fees:** For the first CIDESCO Examination (as well as for the second CIDESCO Examination organized under the terms of sections 2.4.6), an Examination Fee defined in **Annex 3** will be invoiced to the applying school, representing part of the CIDESCO Examiner's expenses. These expenses cover various travel costs and daily allowance. For all subsequent examinations, these expenses are paid entirely by CIDESCO, with the exception of hotel accommodation including breakfast as detailed in section 3.3.2 which is at the expense of the CIDESCO Beauty Therapy School.
- 3.3.6 The minimum Examination Fees payable by a School is specified in **Annex 3**. Examination Fees must be received by CIDESCO Secretariat at least 8 weeks prior to the examination date.
- 3.3.7 If the owner of the CIDESCO Beauty Therapy School changes or if the CIDESCO Beauty Therapy School has moved to different premises, then section 4 applies. In the case of section 4.4 the school under probation will be invoiced with a **Re-Inspection Fee** defined in **Annex 3**, payable before the re-inspection. In addition the CIDESCO Beauty Therapy School / school under probation shall pay the reasonable costs mentioned in sections 4.2 and 4.4.
- 3.3.8 The **Fee for the Affiliate Membership of CIDESCO School Fee** (see section 1.3.3) is additional to the annual School Accreditation Fee.

- 3.3.9 All the above-mentioned Fees are subject to annual review. They are not refundable or transferable, except where stipulated (see sections 2.2.2 and 3.3.4).

## **SECTION 4 CHANGE OF OWNERSHIP OR LOCATION OF PREMISES OF A CIDESCO BEAUTY THERAPY SCHOOL**

### **4.1 Notification to CIDESCO**

If the ownership or the operator of the CIDESCO Beauty Therapy 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 Beauty Therapy School has moved to new premises, then the CIDESCO Beauty Therapy 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.

### **4.2 Assessment**

Following the receipt of the notification defined in section 4.1 the school will be inspected by a CIDESCO Assessor nominated by the Board of 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 Beauty Therapy 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.

### **4.3 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 Beauty Therapy School Accreditation, it will place the CIDESCO Beauty Therapy School Accreditation of the school on a 1 year's probation. Sections 2.4.3 – 2.4.8 then apply by analogy.

### **4.4 Re-Inspection**

At the end of the probationary period stated in section 4.3 a re-inspection by a CIDESCO Assessor nominated by the Board of CIDESCO will be arranged and the school will be invoiced a Re-Inspection Fee defined in **Annex 3**, 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.

#### **4.5 Definitive new Accreditation**

Considering the results of the re-inspection mentioned in section 4.4 as well as any other pertinent information received, the Board of CIDESCO will decide on the definitive new CIDESCO Beauty Therapy School Accreditation of the school. Sections 2.5.6 – 2.5.10 shall apply by analogy.

#### **4.6 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 4.2 takes place or the transfer of the CIDESCO Beauty Therapy 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 Beauty Therapy School Application. For this purpose the Board of 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 5 WITHDRAWAL OF CIDESCO SCHOOL ACCREDITATION**

#### **5.1 Reasons for Withdrawal**

5.1.1 The Board of CIDESCO shall consider the withdrawal of the CIDESCO Beauty Therapy School Accreditation if it receives knowledge, through credible and verifiable sources with substantiated information in writing that a CIDESCO Beauty Therapy School has violated any of its obligations mentioned in section 3 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 Beauty Therapy 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 Beauty Therapy School have proven to be unsatisfactory
- c) the CIDESCO Beauty Therapy 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 (see **Annex 4**) is violated
- d) the CIDESCO Beauty Therapy School has not organized any CIDESCO Examination for two consecutive years, unless prior written consent has been given by the Board of CIDESCO

- e) the CIDESCO Beauty Therapy School has not fully observed the financial obligations specified in the present School Rules as well as in **Annex 3** to the present School Rules
- f) the CIDESCO Beauty Therapy School has accepted one or more student(s) for the CIDESCO Examination from another CIDESCO Beauty Therapy School or any other school without prior written consent of the Board of CIDESCO
- g) the CIDESCO Beauty Therapy School has cancelled a CIDESCO Examination repeatedly without justifiable reasons
- h) the CIDESCO Beauty Therapy School or an interpreter engaged by the CIDESCO Beauty Therapy School is guilty of deliberate incorrect translation, to the advantage of the candidates
- i) the CIDESCO Beauty Therapy 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.

## **5.2 Investigations**

- 5.2.1 The Board of CIDESCO may at any time, in particular if any of the specific cases mentioned in section 5.1 above has occurred, further investigate or arrange for further investigations by appropriate independent third persons.
- 5.2.2 The CIDESCO Beauty Therapy 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.
- 5.2.3 In such investigations the Board of CIDESCO will request the assistance of, and freely communicate with, the CIDESCO SECTION, if such a section exists.

## **5.3 Written warning**

- 5.3.1 If the Board of CIDESCO comes to the conclusion that one of the cases mentioned in section 5.1 applies, then it shall send the CIDESCO Beauty Therapy School a warning letter specifying the shortcomings as well as the expected rectifications of such shortcomings and the reasonable deadline for such rectifications.
- 5.3.2 The CIDESCO Beauty Therapy School shall submit to the Board of CIDESCO reasonable evidence of such rectifications. Within the deadline defined in section 5.3.1 such evidence must be sent to the CIDESCO Secretariat.

## **5.4 Actual withdrawal of the CIDESCO Beauty Therapy School Accreditation**

- 5.4.1 If the CIDESCO Beauty Therapy School has not fully rectified the shortcomings identified in the warning letter mentioned in section 5.3.1 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 Beauty Therapy School Accreditation of the CIDESCO Beauty Therapy School concerned.
- 5.4.2 Alternatively, instead of a withdrawal, the Board of CIDESCO may decide to put the CIDESCO Beauty Therapy School back to the status of a school under probation. Then the rules of sections 4.3 – 4.5 shall apply by analogy.
- 5.4.3 CIDESCO shall inform the CIDESCO Beauty Therapy School in writing of such decision, with copy to the CIDESCO SECTION, if such a section exists. The CIDESCO Beauty Therapy School Accreditation of the CIDESCO Beauty Therapy School concerned is withdrawn (in the case of section 5.4.1) or put back on probation (in the case of section 5.4.2) as from the date of receipt of this information by the school concerned.
- 5.4.4 There shall not be any right to appeal against the decision of the Board of CIDESCO under section 5.4 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 5.4, 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 3.1.4.
  - 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 BEAUTY THERAPY 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 Beauty Therapy School Accreditation does not fully comply with the obligations mentioned in section 5.5.1. In particular the Board of CIDESCO reserves the right to inform the public about the withdrawal of the CIDESCO Beauty Therapy 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 Beauty Therapy School Accreditation, a school must wait for at least two years before it can re-apply.
- 5.6.2 The school will then have to repeat the same procedure as described in section 2.

## **SECTION 6 RESIGNATION OF A CIDESCO BEAUTY THERAPY SCHOOL**

### **6.1 Notice of Resignation**

The CIDESCO Beauty Therapy School may at any time decide to resign from its CIDESCO Beauty Therapy Accreditation. Such resignation can only be accepted to be effective at the end of the calendar year. The resigning CIDESCO Beauty Therapy 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 Beauty Therapy 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** Standards of CIDESCO Beauty Therapy Education and Standards for the Facilities and the Equipment of CIDESCO Beauty Therapy Schools (As listed on the official **CIDESCO Beauty Therapy School Application Form**)

**Annex 2** CIDESCO Examination Procedure

**Annex 3** Applicable Fees

**Annex 4** CIDESCO Code of Ethics

**Annex 5** Trademark Rules

(All the annexes are available upon request)