

General Terms and Conditions of Glamour Makeup International Academy (2024)

Article 1: Definitions

1. **Course:** Refers to all educational services offered by Glamour Makeup International Academy, including makeup courses, hairstyling courses, workshops, private classes, and any other training or educational activities.
2. **Student:** The person who registers and actively participates in any of the courses offered by the academy.
3. **Course Fee:** The total price of the training at the academy, which can be paid in full or in installments as agreed with the student. This amount does not include materials or additional costs unless otherwise specified.
4. **Registration Fee:** The initial payment required to confirm the reservation of a place in the selected course.
5. **Materials Fee:** Additional costs associated with the purchase or rental of products, tools, or resources necessary to complete the course.
6. **Installment Payment Plan:** A payment scheme that allows the student to divide the cost of the course into monthly payments previously agreed upon with Glamour Makeup International Academy.
7. **Force Majeure:** Unforeseen circumstances beyond the control of Glamour Makeup International Academy, such as natural disasters, pandemics, conflicts, civil disturbances, technical problems, and any event that prevents the provision of the service.

Article 2: Registration and Enrollment Process

1. **Enrollment Process:** To enroll in any course at Glamour Makeup International Academy, the student must complete and submit the appropriate online registration form and pay the registration fee. Once the form and payment are received, the student's place in the selected course will be confirmed.
2. **Confirmation of Place:** Places are allocated in the order of payment of the registration fee. Submitting the form without payment does not guarantee the student's place.
3. **Cooling-off Period:** The student has the right to a 14-day cooling-off period from the date of registration. During this period, the student may cancel their registration at no additional cost and receive a full refund of the fee paid. The cancellation must be made in writing by sending an email to info@glamourmakeup.nl with the subject "Course Registration Cancellation (course name and date)," clearly specifying the reasons for cancellation.
4. **Transfer of Place to Another Student:** Before the course begins, the student has the option to transfer their place to another person, provided that the academy is notified in writing and the new person signs all applicable agreements and contracts. The transfer will only be permitted once and must be approved by Glamour Makeup International Academy.
5. **Course Postponement:** If the student needs to postpone their participation in the course, they may request a postponement for up to two successive course start dates. Each postponement request entails an administrative fee of €50 and must be made at least 4 weeks before the original course start date. The postponement is subject to the availability of places on the new requested dates.
6. **Waiver of Registration Rights:** If the student decides to cancel their registration after the 14-day cooling-off period, they forfeit the right to a refund and will be required to pay the full cost of the course, whether or not they attend.

Article 3: Payment of Fees

1. **Payment Terms:** The full course fee must be paid before the course start date unless an installment payment plan has been agreed upon. The initial payment is due at the time of

registration, and any remaining payments must be made monthly, following the payment schedule established by the academy.

2. **Fee Collection Dates:** Fees will be collected monthly between the 25th and the last day of the month (30th or 31st), according to the monthly calendar. The student is responsible for ensuring that there are sufficient funds in their bank account for the collection of each installment.
3. **Non-Payment:** If the student fails to pay the fees on the agreed date, a surcharge of 15% will be applied to the outstanding amount, with a minimum of €40. The academy reserves the right to suspend access to classes and course materials until full payment of outstanding fees is made. If non-payment persists, Glamour Makeup International Academy reserves the right to terminate the contractual relationship and withhold any certificate or diploma associated with the course.
4. **Refund Policy:** No refunds will be given after the 14-day cooling-off period, except in cases where Glamour Makeup International Academy cancels the course due to force majeure or any other unforeseen circumstance that prevents the service from being provided.

Article 4: Provision of Service

1. **Quality Commitment:** Glamour Makeup International Academy guarantees the provision of quality service, with up-to-date courses taught by qualified instructors. If for any reason it is necessary to make changes to the course content, schedules, or instructors, students will be informed in advance.
2. **Course Modifications:** The academy reserves the right to modify any aspect of the course (content, schedules, instructors, etc.) if circumstances require it, always ensuring that the quality of the training is not affected. Any modifications will be notified to students with as much notice as possible.

Article 5: Course Materials

1. **Student Responsibility:** It is the student's responsibility to acquire the necessary materials to complete the course. This includes makeup products, hairstyling tools, and any other required resources.
2. **Materials Kits:** Glamour Makeup International Academy offers materials kits for purchase or rental at an additional cost. If the materials are rented, they must be returned at the end of the course in the same condition in which they were delivered. In the event of damage or loss, the student will be responsible for replacing or paying for the damaged materials.

Article 6: Instructor Training and Evaluation

1. **Instructor Evaluation Process:** Instructors at the academy are evaluated through:
 - **Classroom Observation:** Supervision of teaching sessions to ensure compliance with quality standards.
 - **Student Feedback:** Anonymous evaluations at the end of each course, where students rate the instructor's clarity, communication, and teaching skills.
 - **Content Reviews:** Teaching plans and materials are periodically reviewed to maintain their relevance and alignment with industry trends.
2. **Ongoing Training:** All instructors receive ongoing training in educational techniques and updates on the latest industry trends, participating in workshops and advanced courses.

Article 7: Restriction of Trade

1. **Limited Competition:** During the course and for a period of 12 months after its completion, the student may not engage in activities that directly compete with Glamour Makeup International Academy within a 30 km radius of its facilities.

2. **Consequences of Violation:** Any breach of this clause will be considered a serious contractual violation, resulting in compensation for damages to Glamour Makeup International Academy. The amount of compensation will be determined by the severity of the breach but will not be less than €10,000.
3. **Confidentiality and Non-Disclosure:** The student agrees not to disclose or use for their own benefit or that of third parties any confidential information, materials, or teaching methods provided by the academy during and after the course.

Article 8: Relationship Clause

1. **Client and Provider Relationship:** The relationship between the student and Glamour Makeup International Academy is that of a client and provider of training services. The academy assumes no responsibility beyond providing quality teaching and the necessary resources for training.

Article 9: Course Evaluation and Exams

1. **Course Evaluation:** Students are evaluated based on the course they are enrolled in:
 - **All-round Hair and Makeup Artist:** 6 exams (3 for makeup and 3 for hairstyling), distributed throughout the course. The final exam consists of a project to obtain the certificate.
 - **Courses with more than 12 classes:** 3 exams distributed similarly, with partial evaluations and a final exam.
 - **Basic Makeup and/or Hairstyling Courses:** 2 exams, one in the middle of the course and one at the end.
 - **Courses with fewer than 12 classes:** Do not require formal exams.
2. **Exam Supervision and Procedure:** All exams will be supervised internally by the academy director. Evaluation criteria will be communicated to students in advance and are based on detailed rubrics that clearly outline the expected standards for each competency.
3. **Grade Review and Appeal Process:** Students wishing to appeal a grade must submit a written request within 7 days of receiving their result. The review will be conducted by the academy director, and the results of the appeal will be communicated to the student within 14 business days. Appeal decisions are final and binding.
4. **Certifications:** Upon successfully completing all course requirements and evaluations, students will receive a certificate issued by Glamour Makeup International Academy. For the "Professional Hairstyling" and "Professional Makeup" courses, students have the option to request an additional certificate from the International Union of Makeup and Hairstyling Education based in Sweden, subject to the qualification criteria set by this entity.

Article 10: Force Majeure

Glamour Makeup International Academy shall not be liable for the cancellation, postponement, or alteration of any course due to circumstances of force majeure. This includes, but is not limited to, natural disasters, pandemics, armed conflicts, strikes, civil disturbances, governmental measures, technical issues beyond the control of the academy, and any unforeseen events that prevent the normal provision of services.

If a course is canceled due to force majeure, the student will be entitled to:

- **Reschedule** their participation for a new date proposed by the academy.
- **Request a full refund** of the paid fee, excluding any bank transaction charges.

Article 11: Cancellation and Refunds

1. **Right of Cancellation:** Students have the right to cancel their registration within the 14-day reconsideration period and receive a full refund. Cancellation requests made after this period will not be eligible for a refund.

2. **Transfer of Registration:** Registrations may be transferred to another student before the course starts, provided the academy is notified in writing and the new person meets all requirements and signs the necessary agreements.
3. **Course Postponement:** Students may request to postpone their registration to two successive start dates. Each postponement request carries an administrative fee of €50 and must be submitted at least 4 weeks before the original course start date.
4. **Dropout Policy:** If a student drops out of the course for any reason after its commencement, they are not entitled to a refund and are responsible for paying the full course fee, regardless of attendance or completion of the classes.
5. **Cancellation by the Academy:** If the academy cancels a course due to internal or unforeseen reasons, the student may choose to reschedule their registration for another date or request a full refund, which will be processed within 30 business days.
6. **International Students:** International students are required to pay a non-refundable deposit of €300 to secure their place in the course. After registration and payment of the reservation fee, an enrollment form will be sent to the student with the start and end dates of the course. If the student requires a visa to attend, Glamour Makeup International Academy does not guarantee the visa's approval, as this is at the discretion of immigration authorities. If the visa is denied, the student may postpone participation without any additional costs.

Article 12: Complaint Procedure and Dispute Resolution

1. **Filing Complaints:** If a student has any complaints related to the course, the instructor, or any other aspect of the academy, they should first attempt to resolve the issue by directly communicating with the person involved.
2. **Internal Escalation:** If the complaint is not resolved, the student must submit the complaint in writing to the academy's management, clearly stating the reason for the complaint, the parties involved, and any other relevant details.
3. **External Mediation through AN-i Beroepsregeling:** If the complaint remains unresolved after exhausting internal channels, the student may file the complaint with AN-i Beroepsregeling, an independent external entity. The procedure is as follows:
 - **File the Complaint:** The student must file the complaint in writing, detailing the steps taken to resolve the issue internally and why the proposed resolution was unsatisfactory.
 - **Review by AN-i Beroepsregeling:** The entity will review the complaint to determine if it meets the necessary criteria to proceed with mediation.
 - **Mediation Process:** If the complaint is valid, a mediation process will begin between the student and the academy to reach a mutual resolution.
 - **Binding Ruling:** If mediation is unsuccessful, AN-i Beroepsregeling will issue a binding ruling that both parties must adhere to.
4. **Confidentiality and Record of Complaints:** All complaints will be treated with the utmost confidentiality. Glamour Makeup International Academy will maintain a record of all complaints and resolutions for a period of 5 years.

Article 13: Group and Individual Classes

1. **Group Classes:** Group classes are designed to foster collaborative learning. Students are expected to participate actively and contribute to the class environment. Glamour Makeup International Academy reserves the right to adjust the structure and size of groups to optimize the learning experience.
2. **Individual Classes:** Private lessons are scheduled according to the availability of both the student and the instructor. Any change or cancellation of a private class must be notified at least 48 hours in advance. If the student does not show up for a private class or cancels it at short notice, the full class fee will be charged.

Article 14: House Rules

1. **Attendance and Punctuality:** Students must attend all scheduled classes and arrive on time. A minimum attendance rate of 90% is required to receive a course completion certificate. Unjustified absences will be recorded and may affect eligibility for certification.
2. **Professional Conduct and Mutual Respect:** All students are expected to maintain professional and respectful behavior at all times toward instructors, academy staff, and fellow classmates. Any offensive, aggressive, discriminatory, or harassing conduct, whether verbal or physical, will not be tolerated.
 - **Sanctions:** Violations of this code of conduct may result in warnings, temporary suspension, or expulsion from the course without the right to a refund.
3. **Care of Facilities and Equipment:** Academy facilities and equipment must be used properly and with respect. Any intentional or negligent damage to academy property will be the responsibility of the student, who must replace, repair, or pay for any damaged equipment, materials, or furniture.
4. **Hygiene and Personal Appearance:** Given that the courses are professional and related to beauty and personal care, students are expected to maintain good hygiene and present themselves in appropriate attire for an educational and professional beauty setting.
 - **Dress Code:** Clothing must be clean, comfortable, and allow the practice of activities related to makeup, hairstyling, and beauty.
5. **Use of Electronic Devices:** Students may use electronic devices such as mobile phones and tablets only for educational purposes related to the course. Their use for personal activities unrelated to the course is prohibited during class hours.
 - **Misuse Penalties:** Any misuse of electronic devices may be restricted by the instructor, and repeated violations may result in expulsion from the class.
6. **Use of Shared Products and Tools:** During practical sessions, students may use shared products and tools from the academy, provided they respect hygiene and care standards. Students must clean and return each product and tool to its place at the end of each class.
7. **Intellectual Property and Course Materials:** All study materials, guides, notes, videos, and other resources provided by the academy are the exclusive property of Glamour Makeup International Academy and are protected by copyright.
 - **Restrictions:** The reproduction, distribution, modification, or commercial use of any course material without the express written authorization of the academy is prohibited.
8. **Collaboration and Teamwork:** The academy encourages collaboration and mutual assistance among students to enhance the learning experience. Everyone is expected to contribute positively to the class environment and support each other in their learning processes.
9. **Safety and Well-being Policy:** To ensure a safe learning environment, all students are expected to follow the safety rules established by the academy. Any behavior that endangers personal safety or that of others will be subject to sanctions.
10. **Evaluation of Materials:** Any material used during classes must be returned in the same condition in which it was provided. If a student finds a problem or damage to the materials, they must immediately inform the instructor to avoid assuming responsibility for the damage.
11. **Storage and Personal Belongings:** The academy is not responsible for the loss or theft of personal items. Students must take care of their belongings and keep them in the designated areas.
12. **Active Participation and Collaboration:** All students must actively participate in classes and collaborate with their peers. Active participation includes a willingness to receive feedback, contribute to discussions, and complete all assigned tasks.

Article 15: Privacy Policy

Glamour Makeup International Academy is committed to protecting the privacy of its students. All personal information provided by the student will be treated confidentially and used only for administrative purposes, in accordance with the General Data Protection Regulation (GDPR). The academy will not share personal data with third parties without the student's explicit consent, except when necessary for service provision.

Article 16: Course Materials and Student Responsibility

1. **Responsibility for Acquisition of Materials:** It is the student's responsibility to acquire and maintain all necessary materials to effectively complete the course. This includes cosmetic products, styling tools, and any other resources needed for practical activities.
2. **Materials Fee:** If the course includes the provision of materials, this will be clearly detailed in the course information, and the corresponding additional cost will be included in the course fee.

Article 17: Contact and Communication

Students may contact the academy by email, phone, and text message during office hours. All inquiries will be responded to within a maximum of 48 business hours.

Article 18: Jurisdiction and Applicable Law

Any dispute, complaint, or legal proceeding related to these terms and conditions will be resolved in the courts of The Hague, Netherlands, and will be subject to Dutch law.

Article 19: Modification of Terms and Conditions

These terms and conditions constitute a complete legal agreement between the student and Glamour Makeup International Academy. Enrollment and participation in any course imply full acceptance and compliance with these terms. The academy reserves the right to modify these terms and conditions at any time, with due notice to students.