

## **Version updated September 2022.**

These General Terms & Conditions solely describe the contractual obligations between Glamour Makeup International Academy and the trainee. Glamour Makeup International Academy is registered with the Chamber of Commerce, registration number 62658611.

### **Definitions**

- **Course:** all services offered by Glamour Makeup International Academy including, but not limited to, training, hair-styling course(s), workshop(s) and private training (sessions).
- **Trainee:** the person or legal entity who / which is being trained by Glamour Makeup International Academy.
- **Course fee:** the monetary compensation which the trainee must pay for the training to Glamour Makeup International Academy, this fee does not include the kit's or material's fee.
- **Enrollment fee:** first payment that has to be done to enroll in the course and save the trainee's place.
- **Kit's fee/material's fee:** the monetary compensation the student must pay for the purchase or rent of the materials to use in class.
- **Parties:** Glamour Makeup International Academy and the trainee together.

### **Article 1. Applicability**

These General Terms & Conditions are applicable to all offerings and agreements reached between and / or acts of Glamour Makeup International Academy towards the trainee.

Deviations from these general conditions are only valid if expressly agreed in writing. Deviation conditions only apply to the agreement in which such deviation has been agreed. If any agreement is contradictory to Glamour Makeup International Academy Terms & Conditions, in case of any disputes, these terms will always be applied first over any agreed deviations.

Applicability of any other terms by the trainee are explicitly excluded, the trainees agree to follow these terms since the moment of their registration.

### **Article 2. Registration**

Registration for a course at Glamour Makeup International Academy is only possible by completing and submitting the online registration form. This completed form is only applicable to the course stated on the form.

Glamour Makeup International Academy considers a completed and submitted registration form as an acceptance of the General Terms & Conditions, making it a legally binding agreement.

Glamour Makeup International Academy will save the trainees place in the course only when the first installment of the course has been paid. The sequence of the list of attendees is determined by the date on which the course fee was paid. Once the maximum number of paying attendees has been reached for a specific course, all trainees paying for the same course will be moved to the next course.

The trainee has 14 days after registration to change her/his mind and ask for the cancellation of the course and the refund of the amount paid with the deductions for administration costs, after this period has expired no money will be refunded, however it will be allowed for the trainee to ask to postpone his/her participation or to transfer her/his place to another person (read more in article 11 of these terms & conditions).

### **Article 3. Payment**

3.1 Unless specific conditions have been agreed, the trainee is expected to pay the invoices within 14 days.

If the trainee chooses to pay in installments, the registration and first payment must be done via our online system. Afterwards, it is mandatory to sign a SEPA Direct Debit Contract (automatisch incasso) to collect the monthly installments. The collection will be done the final week of each month.

3.3 If someone desires to change from the regular program to the express program, the payment conditions will be changed to the same as the express program.

3.4 For each invoice that has not been settled in full or hasn't been paid by due date, the amount will automatically be increased by a fixed and irreducible amount of 15% of the amount due, with a minimum of €40 and without a notice of default being required.

Moreover, default interest at the legal rate will be applied, without the need for issuing a prior notice.

Payments made by the trainee should firstly settle all interest and costs and secondly all outstanding invoices even if the student indicates that the payment is to cover a later invoice.

Late payment will make the trainee default without further notice. The moment the trainee is in default, all, for the remainder of the purchased service, outstanding installments will be due and must be paid within 14 days. Glamour Makeup International Academy reserves the right to refuse the trainee any services or facilities of Glamour Makeup International Academy as long as the arrears have not been paid. Furthermore, Glamour Makeup International Academy has the right to terminate the relationship with the student. Glamour Makeup International Academy reserves the right to keep the diploma until the student fulfilled his/her debt.

#### **Article 4. Agreement**

Glamour Makeup International Academy reserves the right to adjust a course(s) should special circumstances warrant such adjustment. This can include, but is not limited to, any circumstances of such nature that it can no longer be expected from Glamour Makeup International Academy to be legally compelled to the agreement. In case these adjustments were caused by the trainee, all cost attached to these changes will be charged to the trainee. Glamour Makeup International Academy will carry all cost in case the adjustments were caused by Glamour Makeup International Academy. In such case article 10 ('Liability') will come into effect. In case activities will have to be changed or added, the agreement will be adjusted by mutual consent.

In case the parties agree to adjust or add items to the agreement, the conclusion date or time for the course can be affected. Should that be the case, Glamour Makeup International Academy will inform the trainee immediately about such change.

#### **Article 5. Execution of the service**

Glamour Makeup International Academy does not guarantee the trainee will achieve the result they desires. The agreement between Glamour Makeup International Academy and the trainee purely dictates an obligation by Glamour Makeup International Academy of providing the lessons and not a quality standard. With regards to information, including the website(s) in particular, Glamour Makeup International Academy does not take responsibility for the factual correctness of the content. No rights can be derived from any printing errors, price changes and/or changes with regards to the content of the website and other documentation published by Glamour Makeup International Academy.

Possible exceeding of an agreed time by Glamour Makeup International Academy does not constitute to neglect nor does this justify compensation for possible damages to the trainee. In case unforeseen

circumstances make it impossible for Glamour Makeup International Academy to adhere to an agreed timeframe once an agreement has been signed, Glamour Makeup International Academy will be absolved from adhering to this timeframe. These circumstances include, but are not limited to, delayed or non-delivery by suppliers of Glamour Makeup International Academy, extreme weather conditions, malfunction of the (tele)communication(s) network, labor action by staff of Glamour Makeup International Academy and/or her (sub-)contractors.

Should the trainee come to the conclusion, or could be expected to come to the conclusion, that Glamour Makeup International Academy has underperformed in terms of what was agreed, they will be required to report this immediately in writing, but no later than 10 days after coming to the conclusion, to Glamour Makeup International Academy. In such case the trainee will grant Glamour Makeup International Academy, a reasonable time to rectify the situation.

Glamour Makeup International Academy reserves the right to alter or change the procedures or content of the course's program and course's material for whatever reason and without having to make any refund.

#### **Article 6. Intellectual property**

Glamour Makeup International Academy retains the rights and powers over the material and content created by the company, and it is entitled under the Intellectual Property Act and the Copyright Act.

Glamour Makeup International Academy reserves the right of use over any kind of audiovisual material, pictures, videos, educational material or any material created in the Academy and/or under the direction of any of the Academy's trainers, photographers, journalists, producers or any other individual or company invited by Glamour Makeup International Academy to develop any of the material mentioned above. This clause includes also the results obtained by the trainers, students and or former students during classes or even after finishing the training, and/or any projects which Glamour Makeup International Academy has any involvement in.

The trainee obtains the right to use the provided course material for their own use. Trainees are forbidden to (partly) disclose, multiply, operate, change, sell or transfer this material to any third party without the express written consent of Glamour Makeup International Academy.

The trainee will have to acknowledge the Academy when any kind of audiovisual course material is published. This includes all pictures taken from his model, both during the training as well as during the final exam.

#### **Article 7. Restraint of trade**

Competition is defined as; an organization identical, similar or related to the business of Glamour Makeup International Academy which main activity is education and training in the field of beauty.

The trainee is prohibited to:

- enter a contract with a competitor [directly or indirectly (through a labor-broker)]
- work for a competitor or
- be self-employed with identical, similar or related activities to the business of Glamour Makeup International Academy
- work for a competitor or contribute to establish a competitor by him/herself, or in partnership with others, be shareholder of a competitor or have a financial interest in a competitor within 36 (thirty-six) months of concluding the legal agreement between the trainee and Glamour Makeup International Academy.

This restraint of trade applies to a geographical area with a radius of 150 (one hundred and fifty) km from Glamour Makeup International Academy.

In case the trainee violates the restraint of trade, the trainee will have to pay a penalty to Glamour Makeup International Academy. This penalty is set at € 10,000.00 (ten thousand euro) for each violation and will be increased with € 200.00 (two hundred euro) for each day, or part thereof, that the violation continues. The penalty is due with immediate effect and without prior notice or explanation as is dictated by Article 6:80 of the Civil Code. In accordance to the Law of Agreement, the fine is payable notwithstanding any other right of Glamour Makeup International Academy including the right of full the contract as well as the right to claim damages.

#### **Article 8. Relationship clause**

Once the said agreement has come to an end, the trainee will refrain from directly or indirectly approaching, conducting business with and/or maintaining contact with partners and/or clients of Glamour Makeup International Academy for a period of 36 (thirty-six) months. This includes, but is not limited to, all contact Glamour Makeup International Academy has with external parties for the duration of the agreement.

#### **Article 9. Force majeure**

Force majeure includes: sickness, accidents, death, war, unrest and hostilities of any nature whatsoever, blockades, boycotts, natural disasters, epidemics, lack of resources, prevention and disruption of transportation facilities, disruptions in our business, import and export restrictions or prohibitions, causes barriers by measures, laws or decisions of international, national or regional (government) agencies.

Glamour Makeup International Academy is not obliged to fulfill any obligation if it is prevented or hindered, partly or completely, to do so, temporarily or otherwise, by circumstances that is not due to culpable negligence. In case that Glamour Makeup International Academy is not able to provide services due to circumstances out of the school's control, the courses will be postponed until the circumstances allow Glamour Makeup International Academy to continue to provide services again. If the trainee wishes to cancel participation and not join any other course option after the 14<sup>th</sup> day from registration, a refund is not possible, rescheduling is the only possibility or a voucher to take another course in our school.

In case of force majeure all obligations of Glamour Makeup International Academy will be suspended. In case the situation of force majeure is on the side of Glamour Makeup International Academy and persists for a period of more than ninety days, the parties have the right to terminate the agreement by written notice and Glamour Makeup International Academy will proceed to calculate the refund according to the services already provided if the case, or full refund if the situation occurs before starting a course.

In case of a force majeure situation affects one of the trainers but not affecting the rest of the activities of Glamour Makeup International Academy, the trainer can be replaced for another from our pool of professionals who are equally qualified to provide the lessons.

#### **Article 10. Liability**

Glamour Makeup International Academy is not liable for damage suffered by the trainee due to shortcomings on the side of Glamour Makeup International Academy and/or partners in the execution of any agreement between the parties, unless the damage is the direct consequence of intent or gross negligence on the part of Glamour Makeup International Academy.

Glamour Makeup International Academy is not liable for:

- damages suffered by the trainee or third parties due to incorrect and/or incomplete data and/or information provided by the student or others to Glamour Makeup International Academy or the result of an act and/or omission of student or others;

- damages suffered by the trainee or third parties resulting from actions and/or omissions by subcontractors or employees Glamour Makeup International Academy (non-) or any other third party.

3. The amount for which damages can be claimed from Glamour Makeup International Academy and by Glamour Makeup International Academy, subcontractors contracted by Glamour Makeup International Academy or any third-party damage is limited to the amount negotiated for the relevant agreement (excluding VAT).

4. Glamour Makeup International Academy has to be informed about any statement that could result in a claim for damages, within two weeks once the trainee has established that there is reason to submit such claim. Glamour Makeup International Academy will have to be informed about a possible shortcoming in writing to [info@glamourmakeup.nl](mailto:info@glamourmakeup.nl). Failure to do so will invalidate possible compensation.

### **Article 11. Cancellation**

Cancellation means cancellation and/or non-appearance for any reason whatsoever. This includes cancellation or no-shows due to sickness, accidents or force majeure.

Trainees have 14 days to reconsider their registration. This period starts immediately after registration. Trainees who want to withdraw or cancel their registration must do so by sending e-mail to [info@glamourmakeup.nl](mailto:info@glamourmakeup.nl). This e-mail must be sent prior to the start of the course. Use the following 'subject' in your header; cancellation of (course name and course date). The trainee is expected to state in the e-mail why they will not attend the course. It, furthermore, will have to include the name, surname and contact information of the trainee.

After this period of 14 days had passed, the registration fee will not be refunded.

Trainees can transfer their registration to another person only before starting the course and as long as Glamour Makeup International Academy is sufficiently informed about the person who will be taking their place and must sign all of the relevant agreements and contracts that the previous student signed with Glamour Makeup International Academy. Once the course has started, the place cannot be transferred to another person and no refund, even partially, will not be granted.

Trainees requesting to postpone participation until further notice, will be charged EUR 25 administration fee regardless the reason why they want to postpone. Registration can only be postponed until the first two upcoming successive course dates and is subjected to availability of free places. Postponement is only possible until 4 weeks before the starting date, otherwise no changes can be done and neither the possibility of a refund.

Glamour Makeup International Academy reserves the right to cancel or reschedule a course in case insufficient lecturer(s) or training facilities, force majeure or any unforeseeable circumstances. If the courses are cancelled by Glamour Makeup International Academy, the student will receive the option of reschedule for a different starting date or to receive a refund of the tuition fees paid (excluding bank or payment commissions from our online store), the amount will be refunded within 14 business days. The refund in this clause, only applies when Glamour Makeup International Academy is cancelling or postponing the course, not when the cancellation is required by the trainee after the 14<sup>th</sup> day from the registration date.

Should Glamour Makeup International Academy decide to postpone a course to a later date, the trainee will have the right to cancel participation, providing this is done so within 48 hours after notification of the delay. Failing of the student to reply on time will confirm her/his participation of the course, cancellation will not be possible anymore and no refund will be granted.

Cancellation needs to be done in writing, by sending an e-mail informing their wish to cancel their participation to [info@glamourmakeup.nl](mailto:info@glamourmakeup.nl)

A trainee who abandons a course for whatever reason, is not entitled to a refund of already paid tuition fees and is obliged to pay for the full course fee, including fees that haven't been paid yet.

If Glamour Makeup International Academy is not able to run the course due to force majeure, Glamour Makeup International Academy has the right to cancel until the circumstances allow the school to provide the service again. Force majeure is understood as uprisings, natural phenomena, government measures, epidemics, illness or death of a teacher etc. (read more about force majeure in article 9 of these terms & conditions).

Cancellations will be considered only on weekdays during office hours. Cancellations outside office hours are deemed to have been made on the next business day. Glamour Makeup International Academy is entitled to 14 working days to process any refunds that should be done.

**For international students:**

International students must pay a deposit of €300 to book their spot in the course. After 14 days, this deposit is not refundable.

After you register and pay the reservation, you will receive an enrolling form with the starting and finishing dates of the course.

In case you need to apply for a visa to come to The Netherlands, Glamour Makeup International Academy cannot guarantee that you will get your visa approved, the immigration authorities are the ones with the power to make that decision and they are not obliged to approve it for any reason.

In case that your visa is denied, you can postpone the course and re-apply later again for your visa. You can postpone more than once with not extra costs.

**Article 12. Privacy**

Glamour Makeup International Academy will collect and process personal data as part of the registration as well as contractual relationship with the trainees. By signing-up the student grant unambiguous permission to process this personal information in accordance with the provisions of the General Data Protection Regulation (EU) 2016/679 ("GDPR"). All information provided by the trainee to Glamour Makeup International Academy is confidential and is only provided to third parties when this is strictly necessary for the implementation of the contractual relationship and after consent by the student.

**Article 13. Dissolution**

Glamour Makeup International Academy may terminate the agreement by written notice with immediate effect, in whole or in part, and without notice or judicial intervention, in case the trainee obtains - whether or not provisional – suspension of its payments or is declared bankrupt or becomes insolvent in another way, or if the company of the participant is liquidated or terminated other than for the reconstruction or amalgamation of enterprises. Glamour Makeup International Academy will never be obliged to any compensation following this termination.

If Glamour Makeup International Academy is liable and/or obliged to fulfill certain requirements, Glamour Makeup International Academy will do up to its possibilities, Glamour Makeup International Academy will fulfil only the agreed requirements, not more not less. If Glamour Makeup International Academy fails or believes in its reasonable opinion that fulfillment of the obligation cannot be demanded, it may terminate

the agreement. No compensation can ever be claimed from Glamour Makeup International Academy following this termination.

The trainee must behave all the time in a respectful way towards the trainers, other trainees, models or anyone related to the company. If a trainee behaves in a way that damages the interests or physically harms the honor or interests of Glamour Makeup International Academy or trainees, Glamour Makeup International Academy reserves the right to terminate the contract with the trainee. No course fee will be refunded in such case. Glamour Makeup International Academy will not tolerate under any circumstances disrespectful or violent behavior, racism, bullying, or any attitudes that are not compatible with the activities held in Glamour Makeup International Academy (read more in article 18).

Should trainees break house rules, damage the honor or interests Glamour Makeup International Academy or other trainees, models or anyone related to Glamour Makeup International Academy as a result, Glamour Makeup International Academy reserves the right to terminate the agreement with the trainee. No course fee will be refunded in such case.

Amounts Glamour Makeup International Academy has billed already or will invoice in connection with anything performed or delivered under the agreement, remains payable and will be due immediately and payable at the time of the dissolution.

The trainee only has the power to dissolve the agreement when Glamour Makeup International Academy, after having received a proper and detailed written notice of default and have been given a reasonable time period for remedying the failure, attributable fails to meet essential obligations arising from the agreement and for which it could be held liable. Should the trainee already have received items or material at the time of the rescission referred to in paragraph 1 of this article, these materials and related financial obligations will not be subject to cancellation, unless Glamour Makeup International Academy is in default regarding these items.

#### **Article 14. Exams**

Examinations are conducted by Glamour Makeup International Academy. Trainees have the option to do one exam for each course. This exam takes place at the end of the training and the student must deliver an excellent work at the examination in order to receive her/his diploma. If the student fails the exam, they will receive feedback from the trainer indicating the subjects to improve and the student can try for a second time free of charge.

After the exam is approved the student will receive her/his certificate of completion of the course.

Students who would like to take the KWC exam, must inform Glamour Makeup International Academy as soon as possible to receive the proper preparation for it.

You can also apply to be registered at the International Union of Makeup and Hairstyling Education (IUM) after finishing your course. You can apply directly on their website and they will send you a certificate approving you as a member of the Union.

#### **Article 15. Absences**

If the student cannot attend a class for any reason, they must notify Glamour Makeup International Academy as soon as possible by email or phone.

After three absences, the student cannot be awarded with the certificate, and will be considered as failure to attend the course and no refund will be granted.

Students can retake one class free of charge or two classes if the student is able to recover those two lessons in one day. The recovery class will be scheduled according to the availability of Glamour Makeup

International Academy. If there is no availability to join, another group to retake the lessons, Glamour Makeup International Academy does not have any obligation to provide the lesson and it will be considered as failure of the student to attend the class.

The student will be placed in a group to recover the missing class(es). Students taking private lessons will be placed with a group as well only for the recovery classes.

After the second absence, if the student wants to recover the classes, they must pay a fee of €50 for each class of 4 hours they want to recover, and/or €80 for full day classes.

#### **Article 16. Group and Private lessons.**

Private classes are from 1 to 3 people, so the trainee must be aware that they could be completely alone but maybe another student could join the class as well. Group lessons are 4 people or more.

Due to the busy agenda of Glamour Makeup International Academy we do not offer 1 on 1 lessons unless that is a special circumstance where the student cannot or do not want to share with other people or if the trainee would like to receive VIP treatment. In any case, 1 on 1 lessons will have an extra charge of 50% over the amount of the course if the classes will be taken during the week in the daytime or 75% if classes will take place in the evening time or during the weekends. If you do not want to pay any extra costs but you still do not want to be in a group, we suggest you choose the private lessons because having another person taking the course with you will not interfere in your learning process.

The lessons have an estimate duration of 4 hours with a recess of 15 to 30 minutes for coffee, lunch or dinner depending the time of the day you are taking the class; however, the class finishes when the students finish the look which could be earlier or a few minutes late. Usually private lessons take less time because all the attention is focused in less people making the learning process faster, but regardless the time the content of the course is the same as the group lessons.

#### **Article 17. Materials.**

The trainee must have all the necessary materials for the completion of the course whether they purchase the material to Glamour Makeup International Academy or somewhere else or if they rents them to the school. The list of materials is accessible to download in our website.

If the trainee decides to purchase the materials from Glamour Makeup International Academy, the payment cannot be split in instalments, must be done in one payment. However, the fee for materials can be paid separated from the fee of the course and this decision would not affect any discounts you are entitle to.

The trainee can pay the course separate from the materials and they can decide to purchase the kit at any stage of the course but keeping in mind that it could take up to 3 weeks for processing and delivery.

If the trainee desires to rent the materials from Glamour Makeup International Academy the cost will be €150 + €50 deposit. The deposit fee will be refunded at the end of the course if the student returned everything in perfect conditions and there were not missing products. For short courses, the fee will be €10 euro rent + €10 euro deposit for each day you will use the materials.

The materials for rent are only to be used in class, the students are not allowed to take these materials home. After finishing each class, the student must return everything clean, tidy and in perfect conditions.

If the trainee decided to rent the kit and afterwards changed his/her mind and wants to purchase the kit instead, she/he can buy the kit at any stage of the course, however after the practical classes start the fee for renting the materials will not be refunded or added as payment to the kit's fee.



## **Article 18. House Rules.**

The trainee must behave all the time in a respectful way towards the trainers, other trainees, models or anyone related to the company. If a trainee behaves in a way that damages the interests or physically harms the honor or interests of Glamour Makeup International Academy or trainees, Glamour Makeup International Academy reserves the right to terminate the contract with the trainee. No course fee will be refunded in such case. Glamour Makeup International Academy will not tolerate under any circumstances disrespectful or violent behavior, racism, bullying, or any attitudes that are not compatible with the activities held in Glamour Makeup International Academy.

Any criminal behavior from any of the students in class will be immediately reported to the authorities, causing the termination of the contract without being entitled to a refund.

Students must keep everything neat and clean during the class and leave the space also clean after finishing.

Children, pets or any kind visitors are not allowed at the school under any circumstances, Glamour Makeup International Academy reserves the right to refuse access to class to any student or model who do not follow this rule.

The students can contact the school only during office hours which are Monday to Friday from 10:00 to 17:00 and replies from Glamour Makeup International Academy can be expected between 48 working hours after receiving the students requirements. Trainees must respect the private time of the trainers and do not contact them during evenings or weekends. Also, Glamour Makeup International Academy implores the students to contact the teachers only for very important matters such as absences, any other requirements can wait to be discussed in class.

The trainees are in charge to find their models for class themselves. Glamour Makeup International Academy is not responsible for this due that finding models is part of the assignments. In case that you would like Glamour Makeup International Academy to find a model for you, we offer the models a payment of 50 euros per class of 4 hours, this amount must be paid by the student.

Students must keep hygiene in class as their first priority. This includes, personal hygiene and on the materials, meaning that the student must come to class with brushes and materials clean and disinfected but also the student must shower and brush their teeth before coming to class. Keep in mind that as a professional you will be working with people who expect these minimum requirements from you.

Students should wear black outfits and comfortable shoes during class to avoid accidents that can ruin your clothes or getting exhausted, remember you will be standing up the whole class.

## **Article 19. Complaints**

Glamour Makeup International Academy will make every effort to ensure its services will run as good as possible. Much effort is made to the support and guide the trainee. Yet it may be possible that a trainee is dissatisfied with the state of affairs or his treatment. The complaint may relate to both Glamour Makeup International Academy and to the conduct and / or statements made by third parties commissioned by Glamour Makeup International Academy to carry out work. The dissatisfaction can be expressed in the following way.

- first; communicate your dissatisfaction with the person who has caused your dissatisfaction.
- Is this impossible or doesn't this lead to a satisfying result? Raise the matter with the immediate supervisor. Try to find a solution together.

- If you don't find a favorable solution and you have already discussed the issue with the director of the school, then you have the option to raise your complaint to the AN-i Beroepsregeling which is an independent third party that will examine your complaint and provide binding advice. These professional regulations are fully elaborated on the website [www.beroepsregeling.nl](http://www.beroepsregeling.nl)

All complaints will be considered 'confidential'.

Glamour Makeup International Academy will ensure proper registration of the number of complaints lodged, the type of complaint, as well as action taken following a complaint. Glamour Makeup International Academy will file all considered complaints for a period of five years.

#### **Article 20. Disputes**

The agreement between Glamour Makeup International Academy and student shall be governed by Dutch law.

The dispute that arises between Glamour Makeup International Academy and the trainee with regards to an agreement between Glamour Makeup International Academy and the trainee, or as a result of further agreements resulting therefrom, shall be exclusively submitted to the competent court in The Hague.