



EuropeSpa med & wellness GmbH's certification rules governing the EuropeSpa seals of quality

Following auditing by an auditing body authorised by EuropeSpa med & wellness GmbH and the fulfilment of the certification conditions, successful applicants shall be awarded the EuropeSpa seal of quality in the relevant group by the certification body on behalf of EuropeSpa med & wellness GmbH or directly by EuropeSpa med & wellness GmbH.

Usage of the seal of quality is subject to the following rules, which are deemed to be recognised and accepted by the seal-holder upon the award of a seal.

Section 1: The EuropeSpa seal of quality

1.1 Fundamental requirement

The EuropeSpa seal of quality may only be used by facilities with an official operating licence.

1.2 Types and duration

The EuropeSpa seal of quality can be awarded in the following categories: *EuropeSpa med*, *EuropeSpa wellness hotel*, *EuropeSpa hotel spa*, *EuropeSpa thermal spa* and *EuropeSpa day spa*. The seal of quality is awarded for a period of three years from the date on the certificate. Seal-holders may only use the category chosen in connection with their specific contract. The seal of quality may only be used with respect to the characteristics for which it has been awarded.

1.3 Appearance and specification of the seal

The seal of quality may only be used unaltered. The seal-holder must comply with the design, specification and templates shown in the annex. The seal of quality may not be directly placed on products or used in a manner suggesting that a specific product complies with the certification rules on which the seal of quality is based.

1.4 Publication

Holding the seal of quality involves the holder's facility and a copy of their EuropeSpa certificate in English and if applicable another language including the date of the audit being posted on the EuropeSpa-website. Holders must approve of their facilities being listed on the EuropeSpa website throughout the period for which they are entitled to hold the seal of quality and for this data to be communicated to third parties on the internet, by telephone, fax or any other means of communication.

Seal holders have to present the EuropeSpa certificate and the "Information for the Guest" about the EuropeSpa content at a place where it is well visible.

Furthermore, seal-holders must draw attention on their own websites to their EuropeSpa certification at least by means of an active link to www.europespa.eu.

Seal-holders agree to clearly notify guests in writing that the level of quality ascertained by the auditor during the main and follow-up audits is maintained at all times.

It is allowed for EuropeSpa med & wellness GmbH to use pictures from EuropeSpa certified organisations for illustration purposes on the EuropeSpa website and on print media related to EuropeSpa. Even after completion of the certification, the EuropeSpa med & wellness GmbH

may continue to use the images of that formerly certified organisation until the next edition of the respective print medium.

1.5 Transfer

The seal of quality and logo may not be transferred to legal successors or any other organisations.

1.6 End of usage

Following expiry of the period of validity or if the seal of quality has been suspended, revoked or annulled, all promotion involving the seal of quality must be ceased and (except in cases of suspension) the certificate must be returned. The right of retention is ruled out.

Should the seal-holder be published in the list maintained by EuropeSpa med & wellness GmbH, this entry shall be deleted once the requirements for listing have finally expired. If a certificate has been suspended, this entry shall be deleted temporary.

1.7 Indemnification from liability

The seal-holder shall indemnify the European Spas Association (the developer of the EuropeSpa quality criteria), EuropeSpa med & wellness GmbH (which is responsible for the certification system) and the certification body from any third-party claims against the European Spas Association (ESPA), EuropeSpa med & wellness GmbH or the certification body stemming from usage of the seal of quality in a manner which is in breach of contract.

Seal-holders are obliged to check all references to them on the websites of the European Spas Association and EuropeSpa med & wellness GmbH at their own expense and to approve any necessary amendments. Seal-holders shall EuropeSpa med & wellness GmbH from any third-party claims made against EuropeSpa med & wellness GmbH in connection with approved media. In particular, EuropeSpa med & wellness GmbH shall not be required to comply with any necessary restrictions by themselves or to verify the legal compliance of content.

Section 2 Suspension of the seal of quality

The certification body is entitled to suspend the seal of quality for a certain period if the client (the seal-holder) fails to meet their contractual and financial obligations stemming from the certification procedure, and in particular:

- If the seal-holder fails to notify the auditor in good time of any changes affecting conformity with the standards on which certification is based;
- In the event of substantial changes to the certified facilities if as a result the auditing system no longer applies. In such cases, the seal of quality may be awarded again following another audit;
- If the seal-holder uses the seal of quality in a manner which is confusing or contravenes the terms of the agreement;
- If the seal-holder uses the seal of quality for product promotion (as explained in Section 1.3 of the certification rules);
- If the seal-holder fails to meet the terms of payment of the auditor and EuropeSpa med & wellness GmbH;
- If the seal-holder refuses to undergo the follow-up audit;
- If verification by EuropeSpa med & wellness GmbH indicates deviation from the auditing body's findings by at least 10%.

Advance notice of possible suspension shall be provided in writing. Should the seal-holder fail to rectify the causes of suspension within four weeks, the certification body or by EuropeSpa med & wellness GmbH shall suspend certification in writing, stating the reasons and the corrective action required for certification to be restored. The maximum period of suspension shall be six months. Should the client demonstrate that the corrective action has been carried out by the deadline

specified, the suspension of certification shall be retracted by the certification body or by EuropeSpa med & wellness GmbH.

Section 3 Revocation of the seal of quality

The certificate can be revoked by the certification body following advance notice in writing if:

- The seal-holder refuses to undergo the follow-up audit;
- After a follow-up audit the necessary corrective action is not taken within the period agreed between the lead auditor and the seal-holder;
- Following the expiry of the period in which certification is suspended, the necessary measures have not been demonstrated to have been carried out by the seal-holder.
- If the seal-holder promotes the certificate during the time of suspension.

In such cases, the client shall for three months have the opportunity to enable substantial audits or provide substantial documents which will play a significant part in the certification body's or EuropeSpa med & wellness GmbH's decision. If the maintenance of the quality system is successfully demonstrated within this period and the certification body or EuropeSpa med & wellness GmbH decides in favour of the facility concerned, the seal of quality along with all its associated legal effects shall be fully restored.

Should the seal of quality be revoked, the seal-holder shall be obliged to return the certificate to the certification body or to EuropeSpa med & wellness GmbH without delay complete with a declaration that certification will no longer be used in their promotion.

Section 4 Annulment of the seal of quality

The certification body shall be entitled to annul the seal of quality or retrospectively declare it invalid if:

- It is subsequently ascertained that the requirements for the award of the certificate were not met;
- The certification procedure was improperly influenced by the client such that doubt may exist as to whether the audit findings were reached in an objective, impartial and independent manner.

Upon the annulment of the certificate, the holder shall be obliged to return it without delay complete with a declaration that certification will no longer be used in their promotion.

Section 5 Penalty for breach of contract

Should the client use a EuropeSpa seal of quality without the certification body's permission, a penalty is to be paid to the certification body for each violation. EuropeSpa med & wellness GmbH reserves the right to refuse to allow the facility concerned to undergo EuropeSpa quality audits in future.

Section 6 System of law, court of jurisdiction

These certification rules are subject to the Law of the Federal Republic of Germany. The sole venue for any disputes arising in connection with these rules shall be Wiesbaden.

EuropeSpa med & wellness GmbH and the certifying body reserve the right to bring legal action against the client, including at the court with jurisdiction for the client or at any other court with jurisdiction under national or international law.

Wiesbaden, 2013, March 28th

Annex

A I. EuropeSpa med seal of quality – template



A II. EuropeSpa wellness hotel seal of quality – templates



A III. EuropeSpa hotel spa seal of quality – template

