

# InfraCert Terms and Conditions 2018-07

InfraCert Institute for Sustainable Development in the Hotel Industry (henceforth known as InfraCert) carries out certification of sustainability services offered by commercial lodging establishments. InfraCert uses the GreenSign rating system developed by InfraCert. Certification is available upon request. InfraCert reserves the right to adapt and update the GreenSign system in response to relevant market developments.

1. Certification is carried out according to the classifications: GreenSign Level 1 / GreenSign Level 2 / GreenSign Level 3 GreenSign Level 4 / GreenSign Level 5

2. Seal certification document

The seal awarded by InfraCert is protected as a trademark/logo by trademark law under the number 30 2014 029 411.7/41.

3. Criteria

Certification is based on the criteria laid down in the certification questionnaire. The certification questionnaire is electronically available on request. Upon request, a printed version of the certification questionnaire may be sent by post.

**§ 1 Granting and scope of certification**

In accordance with the following provisions InfraCert grants the applicant limited right to use the certification for the premises in the applicant's possession for indoor and outdoor promotion, on commercial documents and for further marketing activities.

**§ 2 Rights and obligations of the applicant**

1. The applicant is to use the certification for the applicant's establishment at the applicant's expenses. Furthermore, the applicant is granted the right to make the result of the certification available unaltered to third parties for the purpose of tourist information and advertising.
2. The applicant shall be granted certification only with regard to the aspects evaluated for certification. The applicant is not permitted to use the certification for unassessed parts of the company or establishment.
3. The certification is a nontransferable right and may not be passed on to a new operator and/or owner in the event of a change of operator and/or owner. InfraCert is to be informed immediately in writing regarding a change of operator and/or owner. InfraCert reserves the right to decide on the retention of the certification within the context of the succession. A new agreement must be concluded with the successor. Irrespective of this, the applicant remains obligated under this agreement.
4. In the case of death of the applicant, InfraCert reserves the right to leave the certification to the company. InfraCert shall only make such a discretionary decision if the legal successor(s) of the applicant informs InfraCert immediately of the applicant's demise and the unaltered continuation of the business has been verifiably insured.
5. The applicant is obligated to display the certificate and sign only during the period of validity and to use the certification level for information and marketing purposes only within this period.
6. In the case of expiry of the certification without subsequent certification or any other reason for termination of the rights of use of the certification, the applicant is obligated to immediately remove the certification document and sign from the public areas of their establishment and to hand back the certification document to InfraCert and cease marketing activities using the certification.
7. The applicant is obligated to inform InfraCert immediately of changes that have an impact on the certification result.

**§ 3 InfraCert's rights and obligations**

1. InfraCert is obligated to - make the GreenSign classification questionnaire available to the applicant after the application has been accepted, evaluate the applicant after completion of the GreenSign certification catalogue, verify the evaluation of the business data by means of a plausibility check and an on-site audit.
2. The on-site inspection is carried out by an auditor appointed by InfraCert. The auditor is contracted by InfraCert at its own discretion.
3. After notification of the certification result, InfraCert is obligated to inform the applicant of the certification, to which the applicant is

entitled, by means of a seal and to immediately send or hand over the certification document along with the validity period.

4. If the applicant violates the provisions of § 2 InfraCert reserves the right to require the applicant to remove the certification sign at the latter's own expense. The assertion of further claims for damages remains therein unaffected.

5. InfraCert reserves the right to use the results of the certification. The applicant expressly consents to InfraCert publishing the results of the certification and/or passing them on to tourism institutions, hotel guides and the like.

**§ 4 Fees**

1. The fees for the certification license and audit fees are printed on the application.
2. All charges are subject to the applicable statutory value-added tax.
3. All fees are to be transferred to an InfraCert account upon receipt of invoice.
4. The certification document and the sign are from InfraCert and to be left with the applicant for the effective period of the certification.

**§ 5 Privacy and Confidentiality**

The individual findings resulting from the certification procedure are to be treated confidentially. § 3 para. 5 is to remain therein unaffected.

**§ 6 Period of validity of the certification/agreement**

The certification/agreement is valid for three years. The period of validity begins with the submission of the classification questionnaire completed by the applicant, no later than six weeks after submission.

**§ 7 Termination without notice and extraordinary termination**

1. Each party reserves the right to terminate without notice in the case of a gross violation of the agreement. The same applies in the event of the opening of insolvency proceedings against a party's assets and in the event of law enforcement measures taken against the business.
2. InfraCert reserves the right to terminate the agreement without notice if - despite a payment reminder the certification fee remains unpaid, - the seal or the certification is prematurely put to use/applied, despite the fact the certification has not yet been completed by InfraCert.
3. A refund of fees, according to the current price list, already paid to InfraCert for the duration of the certification shall not occur.

**§ 8 Obligations upon termination of the agreement**  
Upon expiry of the agreement and/or termination, the applicant must refrain immediately from using the certification document or the sign, immediately remove the said items and stop using them including advertising activities using the certification. The certification sign must be returned to InfraCert.

**§ 9 Collateral contracts and place of jurisdiction**

1. The certification questionnaire is an essential component.
2. Any amendments to this Agreement must be made in writing and signed by both parties. Oral collateral contracts shall be ineffective.
3. Should individual provisions of this contract be or become invalid, the validity of the remaining provisions shall not be affected. In the event that legal provisions do not exist, an invalid or unclear provision shall be replaced or interpreted in such a way that the intended economic purpose is achieved.
4. German law shall apply. The place of jurisdiction and performance regarding all disputes arising from this agreement shall be the registered office of InfraCert, i.e. the District Court of Charlottenburg.

**§ 10 Final declaration**

The applicant declares that he/she has thoroughly examined this Agreement and the information provided therein, in particular the application form, and confirms the answers have been truthfully provided.