



Rules of Procedure

ECOCAMPING Network

1. Object of the Rules of Procedure

ECOCAMPING Service GmbH offers campsite operators, who have introduced the ECOCAMPING MANAGEMENT system and who use it actively, the opportunity to participate in the ECOCAMPING Network.

The Rules of Procedure regulate on one hand the relationship of the participating campsite operator to ECOCAMPING Service GmbH and on the other hand the relationship of the participants with each other. ECOCAMPING Service GmbH provides a coordinated interface for the ECOCAMPING Network.

2. Objective of the ECOCAMPING Network

The ECOCAMPING Network serves to focus the experiences and expertise which are gained by active operation of the ECOCAMPING MANAGEMENT system. This shall be provided to all participating operators.

In particular, this gives the participating operators a platform and a forum, where they can exchange views and information on useful suggestions, innovative technical developments and new trends from the domains of environmental protection and nature conservation, safety and quality. The ECOCAMPING Network is kept alive by the openness of the exchange of experiences and the active participation in the process of development with each other and amongst each other.

The ECOCAMPING Network participants do not form an independent company or community either amongst themselves or with ECOCAMPING Service GmbH and therefore do not have a legal position.

ECOCAMPING Service GmbH or its authorized representative are the sole representative to the outside world of the ECOCAMPING Network.

3. Pre-conditions for Participation in the ECOCAMPING Network

Participation in the ECOCAMPING Network is subject to the following pre-conditions:

- 3.1 The campsite operator has introduced the ECOCAMPING management system and satisfies the existing criteria. The ECOCAMPING MANAGEMENT label must have been awarded to him within the last three months of his entry onto the ECOCAMPING Network.
- 3.2 Having introduced the ECOCAMPING MANAGEMENT system, the participant continues actively to operate it in accordance with the ECOCAMPING criteria.
- 3.3 There are no legal proceedings pending against the campsite operator, its senior management or the campsite operating company for breaches of nature conservation, landscape conservation and environmental protection legislation. ECOCAMPING Service GmbH must be notified without delay, if new proceedings are instituted.
- 3.4 Where a campsite possesses a current EMAS validation or is certified under ISO 14001, the campsite may obtain the ECOCAMPING MANAGEMENT award, after an on-site audit and the creation of any outstanding ECOCAMPING MANAGEMENT documents. Only then may the campsite operator become a participant in the ECOCAMPING Network.
- 3.5 Where there are changes in the ownership, land tenure or lease and /or the senior management gives notice to leave their employment, the new owner / occupant / tenant / senior management of the campsite shall remain within the ECOCAMPING Network under the following conditions: He must take part in an advisory and training session on site and must also cooperate actively in updating the ECOCAMPING MANAGEMENT documentation. After positive verification by ECOCAMPING Service GmbH the label may be retained and the campsite operator may continue to participate in the ECOCAMPING Network.

4. Services of the ECOCAMPING Network

As part of the ECOCAMPING Network, ECOCAMPING Service GmbH provides the following services:

- 4.1 Performance of a half-day individual on-site audit every 3 years.
- 4.2 Provision of ECOCAMPING system workshops. Costs of travel and subsistence shall be borne by the participant.
- 4.3 Brief consultations by telephone or e-mail.
- 4.4 Annual comparison of key figures on electricity, gas / heating fuel oil, water and on residual waste, as well as on carbon footprint to enable the campsite to evaluate its environmental performance.
- 4.5 Provision of an on-line information service (e.g. ECOCAMPING snapshot information, planning assistance, market summaries).
- 4.6 Setting up access to enable the campsite operator to use the Internal User Area on www.ecocamping.net
- 4.7 Grant of rights of use in the ECOCAMPING logo for the campsite operator's marketing activities.
- 4.8 Inclusion of the participants in the general ECOCAMPING public relations (media information service, Internet, brochures, attendance at trade fairs and other events).
- 4.9 Advertisement of the ECOCAMPING Network participant in camping guides and catalogues, plus evaluation platforms with special labeling.

ECOCAMPING Service GmbH consultancy and services, which go beyond these points, shall be deemed additional services and require the placing of a separate order as well as be invoiced separately.

5. Term of the Contractual Relationship

The collaboration relationship shall commence with the participant's entry into the ECOCAMPING Network and shall continue for an indefinite period.

6. ECOCAMPING Network Membership Fee

In order to participate in the ECOCAMPING Network, the participant must pay an annual membership fee to ECOCAMPING Service GmbH. The amount of the membership fee shall be determined by the ECOCAMPING Network Membership Fee Regulations currently in force.

7. Office

The ECOCAMPING office shall be located at the premises of ECOCAMPING Service GmbH.

8. Amendments to the Rules of Procedure

The Rules of Procedure can be amended only by the Executive Board of ECOCAMPING Service GmbH.

9. Arbitration Procedure

The participants in the ECOCAMPING Network agree in the case of disputes amongst the participants and within the ECOCAMPING Network or against ECOCAMPING Service GmbH to conduct arbitration proceedings before bringing an action in the ordinary Court. Unless otherwise provided in the Rules of Procedure, the provisions of the German Code of Civil Procedure shall apply as regards the composition and procedure of the Arbitration Court.

Each partner shall nominate an Assessor. The Assessors shall select a president, who must be a qualified judge. The competent place of arbitration shall be that designated by the District Court of the registered office.

The arbitration proceedings shall not apply for actions instituted by ECOCAMPING Service GmbH against a participant arising from default in payment and its legal consequences.

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