

BIO HOTELS

Association Statutes

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BIO HOTELS

Brunnwald 400
6465 Nassereith
Austria

Austrian Central Register of Associations (ZMR): 912884898
Notice Vr-235/2001 Security Directorate Tirol, dated 7 May 2001

VAT: ATU 53811004

I. Purpose of the Association

- a) We are a community that shares common ecological values, and which continually evolves and inspires. We proactively contribute to the design of sustainable accommodation, recreation and hospitality. We are a role model for sustainable economies and life on our planet.
- b) We assist our Members to position themselves in the market.
- c) We exchange information and ideas between Members.
- d) We provide training to our Members and their employees.
- e) We encourage cooperation between Members and mutual support with running their businesses.
- f) The Association's activities are not aimed at generating profit.

II. Means of Achieving the Association's Purpose

The purpose of the Association is to be achieved through the non-monetary and monetary means as stated in Points 1 and 2.

1. Non-monetary means:

- a) Sharing experiences, advice and training
- b) Coordinating offers (defined according to certain criteria)
- c) Joint marketing activities locally, regionally and nationally
- d) PR work, seminars, specialist training

2. Monetary means:

- a) Annual membership fees in accordance with the applicable fee schedule
- b) One-off joining fees in accordance with the applicable fee schedule
- c) Funding, sponsorship and other donations
- d) Revenue from events

III. Name, Registered Office and Scope of Activity

- a) The name of the Association is 'BIO HOTELS'.
- b) Its registered office is located at Brunnwald 400, 6465 Nassereith, Austria.
- c) The Association's activities are not restricted geographically.

IV. Types of Membership

- a) Full Members are those who contribute fully to the work of the Association and comply with the written Guidelines stipulated in Appendix I (includes catalogue of

sanctions); the Rules of Procedure stipulated in Appendix II; and any standards agreed upon in the future.

- b) Associate Members are those who support the Association ideologically or financially, or who participate fully in the work of the Association but are not entitled to vote.

V. Acquiring Membership

- a) Full Members of the Association may be natural persons or legal persons operating a commercial tourism establishment.
- b) Associate Members of the Association may be natural persons or legal persons.
- c) Membership is acquired via application and payment of a one-off joining fee. Applicants must submit a written application for membership to the Association Board. A decision on membership will be made by the Board following the provision of a scrutiny report from an inspection body acknowledged by the Board. Applicants will be notified in writing of their membership application being approved. This completes the application process and the Membership Contract is considered to be completed.
- d) A legal right to membership does not exist. The Association Board is free to reject a membership application without the need to justify their decision. Applicants will be notified in writing if their membership application is rejected.

VI. Terminating Membership

- a) Membership expires upon dissolution of the business or loss of legal identity, through voluntary resignation, through cancellation and as a result of expulsion pursuant to a decision by the Board (in accordance with Section XII(f) of these Statutes). Membership of a corporate entity ends upon dissolution of this entity.
- b) A voluntary resignation must be submitted at least six months prior to the end of the calendar year (31 December), and must be provided in writing to the Board. The notice period is met if the request for resignation reaches the Board by 30 June at the latest. Failure to meet this deadline will result in membership ending as of 31 December of the following year. A voluntary resignation is not possible during a period where resignation rights have been waived. Members waive their resignation rights by participating in certain marketing activities (e.g. the BIO HOTELS catalogue).
- c) The obligation to comply with the Association Guidelines remains fully valid during the notice period.
- d) In the event of a change to the Statutes, member companies shall have the extraordinary right to withdraw from the terms of the former Statutes within 14 days of written notification of the new Statutes.
- e) Expulsion of members is possible by resolution of the Board for significant reasons, in particular for gross violation of membership obligations or dishonourable conduct. An expulsion due to a breach of membership obligations

shall be deemed justified if, despite two written reminders, a member is more than three months in arrears for the payment of their membership fees.

VII. Rights and Obligations of Members

- a) Members have the right to participate in all of the Association's events and make use of the services provided by the Association. Full Members have full voting rights (right to vote and right to stand for election). Associate Members only have the right to stand for election. In the event that an Associate Member is elected to a functional position (Board Member, Auditor or Arbitration Panel Member), the Associate Member will hold both voting and election rights for the period that they hold this function.
- b) Members have the right to be informed by the Board about the activities of the Association and its financial dealings at each General Meeting.
- c) Members are obliged to promote the interests of the Association to the best of their ability and to refrain from any activity that could damage the reputation and purpose of the Association. Members must abide by the Statutes of the Association and the decisions made by the Bodies of the Association. Members are obliged to pay their annual membership fees punctually in the amount agreed annually by the General Meeting.
- d) In the event of a Member Company being sold, leased or taken over by a third party, the Member undertakes to fulfil all obligations and requirements resulting from membership until the next resignation date.
- e) Full Members are entitled to use the Association's trademarks after signing the Trademarks Agreement and adherence to the Trademarks Guidelines
- f) Members are obliged to inform the Association immediately of any changes in ownership or representation.

VIII. Association Bodies

The Bodies of the Association are:

- a) The General Meeting
- b) The Board
- c) The Auditors
- d) The Arbitration Panel

IX. The General Meeting

- a) The General Meeting shall take place annually. The date for the General Meeting is decided by Board majority.
- b) An Extraordinary General Meeting will be called within four weeks following a resolution of the Board or the Annual General Meeting; or following a written request from at least ten percent of Members; or following a request from the Auditors.

- c) Members will be invited in writing to Annual and Extraordinary General Meetings at least two weeks prior to the Meeting taking place. The invitation to the General Meeting must include the agenda. The General Meeting is convened by the Board.
- d) Submissions for a General Meeting must be submitted in writing to the Board at least seven days prior to the date of the General Meeting.
- e) Valid resolutions, except for those calling for an Extraordinary General Meeting, can only be reached within the framework of the agenda.
- f) All Members are eligible to participate in the General Meeting; however, only Full Members are entitled to vote. Each Full Member has one vote and may be represented by a proxy upon presentation of written authorisation. Legal entities are represented by their legal proxy
- g) The General Meeting has a quorum when at least half of all Members entitled to vote are present. In the event that the General Meeting is not quorate at the appointed time, the General Meeting will start thirty minutes later with the same agenda and shall be quorate regardless of the number of Members present.
- h) All votes and resolutions passed in the General Meeting generally require a simple majority. Resolutions which alter the Association's Statutes or dissolve the Association require a qualified two-thirds majority of votes cast.
- i) In the event of a split vote, the Chair of the Board shall cast the deciding vote.
- j) The Chair of the Board shall preside over the General Meeting; if the Chair is prevented from attending, the Deputy Chair will preside over the General Meeting. If the Deputy Chair is also prevented from attending, the General Meeting will be chaired by the oldest Member of the Board.

X. Duties of the General Meeting

The General Meeting is charged with the following duties:

- a) Receiving and approving the Annual Report and Financial Reports, as well as dismissal of the Board.
- b) Adopting resolutions on the current Budget.
- c) Appointing and dismissing current Board Members and Auditors.
- d) Determining the amount of the Joining Fee and annual Membership Fees.
- e) Deciding on appeals related to exclusions to Membership.
- f) Adopting resolutions on amendments to the Association's Statutes and the voluntary dissolution of the Association.

- g) Discussing and adopting resolutions pertaining to other items on the Agenda.

XI. The Board

- a) The Board consists of the Chair, the Deputy Chair, the Secretary, the Treasurer and no more than two additional Board Members.
- b) All Board Members shall be elected by the General Meeting by a simple majority for a period of two years. Re-election is permitted.
- c) In the event that an elected Board Member resigns, the Board has the right to appoint another eligible Board Member in their place, whereby this appointment must be approved at the next General Meeting.
- d) The Board shall be convened, either in writing or verbally, by the Chair or, in their absence, by the Deputy Chair.
- e) The Board is quorate when all Board Members have been invited and at least half of them are present.
- f) The Board shall adopt resolutions by simple majority. In the event of a split vote, the Chair of the Board shall cast the deciding vote.
- g) The Board is led by the Chair or, in their absence, by the Deputy Chair. If the Deputy Chair is also absent, the Board Meeting will be chaired by the oldest Board Member.
- h) Other than from death and expiration of the term of office, the function of Board Member may also cease through dismissal or resignation.
- i) The General Meeting may, at any time, dismiss the entire Board or individual Board Members.
- j) Board Members may submit their resignation in writing at any time. The letter of resignation must be submitted to the Board or, in the event of the entire Board resigning, to the General Meeting with the agenda item 'Resignation and New Election of the Board'.

XII. Duties of the Board

The Board is responsible for the management of the Association. It is responsible for all duties that are not assigned by the Statutes to another Association Body. The following duties fall specifically within the Board's scope of responsibility:

- a) Preparing and implementing the annual Work Programme or allocating this duty to a third party.
- b) Preparing the Budget and Statement of Accounts.
- c) Preparing the Annual Report.
- d) Preparing and convening the Annual General Meeting and any Extraordinary General Meetings.

- e) Administering the Association's assets.
- f) Accepting, excluding and expelling Members of the Association (in accordance with Section VI(e) of these Statutes) by resolution of the Board with a simple majority. Reasons for excluding a Member shall be communicated to them.
- g) Appointing and terminating the Association's employees.
- h) Selecting and appointing a Managing Director and concluding the Management Contract.
- i) Allocating legal authority to represent the Association.
- j) Allocating work to third parties.

XIII. Special Duties of Individual Board Members

1. The Chair or, in their absence, the Deputy Chair is the Association's Representative in the public sphere.
2. In internal matters:
 - a) The Chair shall preside over the General Meeting and Board Meetings.
 - b) In the event of extraordinary circumstances, the Chair is entitled to take any necessary measures independently, even for matters falling within the scope of responsibility of the General Meeting or the Board. However, such measures must subsequently be approved by the relevant Association Body.
 - c) The Secretary shall assist the Chair with managing the Association. The Secretary shall take minutes for the General Meeting and Board Meetings.
 - d) The Treasurer is responsible for the appropriate management of the Association's finances.
 - e) These duties may be delegated by a resolution of the Board to a different Board Member or a third party.

XIV. Managing Director

- a) The Board may delegate the management of the Association's daily business to a Managing Director, whereby a Management Contract is concluded between the Association and the Managing Director, in which the rights and duties of the Managing Director are detailed.
- b) Members of the Association or third persons may be appointed to the position of Managing Director.
- c) The Managing Director is entitled to represent the Association externally.
- d) In internal matters, the Managing Director is bound by the instructions stipulated by the Board.

XV. Auditors

- a) The Auditors shall be elected by the General Meeting for a period of two years. The Auditors may not be Board Members. Re-election is permitted.
- b) The Auditors are responsible for monitoring the daily business of the Association and controlling the statement of accounts.
- c) The Auditors shall report the results of the audit to the General Meeting.

XVI. Arbitration, Recourse to Ordinary Courts

- d) All disputes relating to the relationship with the Association shall be brought in front of the internal Arbitration Panel prior to recourse to ordinary courts. This is purely an Arbitration Panel and not an Arbitral Tribunal as defined in Section 577ff of the Austrian Code of Civil Procedure.
- e) Recourse to ordinary courts is open six months after the Arbitration Panel has been convened in accordance with Section 16(c), unless the Arbitration Panel's proceedings conclude earlier.
- f) The Arbitration Panel must be convened in writing by registered mail by at least one party. The letter must contain details of the matter in dispute and be addressed to both the Board and the other party.

The Arbitration Panel shall consist of five Full Members of the Association. It shall be formed by each party nominating two Members as arbitrators to the Board within fourteen days of the Arbitration Panel being convened (as per date of registered post). The nominated arbitrators shall then elect another Member by majority vote to chair the arbitration. In the event of a split vote, a decision on the nominees will be made by drawing lots.

- g) After giving all parties the opportunity to make a statement, the Arbitration Panel shall prepare a judgement and submit this to both parties in writing via registered post; the Board must also be informed of this judgement. In the event of disagreement over the judgement, a simple majority will determine the decision.
- h) In the event that this judgement is not accepted by both parties by submitting a written acceptance letter to the Board within fourteen days from the judgement being sent by registered post, the arbitration process shall be considered as having failed and ended.
- i) The arbitration procedure shall also be considered as having failed and ended if one party fails to nominate two arbitrators in time.
- j) In the event of recourse to ordinary courts, the District of Imst, Austria is the court of jurisdiction. Austrian law applies with the exclusion of any conflict of law rules.

XVII. Dissolution of the Association

- a) The dissolution of the Association can only be decided upon in an Extraordinary General Meeting convened specifically for this purpose and with a two-thirds majority of valid votes cast.
- b) This Extraordinary General Meeting shall also decide on how to liquidate any assets that the Association may have. It shall appoint a liquidator and pass a resolution regarding whom the assets of the Association shall be transferred to, after paying off any liabilities and repaying any capital contributions made by Members or third parties.
- c) Any remaining funds are to be used for charitable purposes in accordance with the Austrian Federal Fiscal Code (BAO).
- d) The last Chair of the Board shall notify in writing the relevant association authority of the dissolution of the Association.

Resolution of the BIO HOTELS General Meeting at Morgensternhaus, Fulda on 21 November 2017.

Appendix I:

A) Food Standards

The aim of the BIO HOTELS is to exclusively use organic products which are sourced, whenever possible, locally. In terms of quality, the BIO HOTELS prefer to use products that meet the requirements stipulated by Bioland or a similar high standard.

Detailed Provisions:

Food

Individual BIO HOTELS Members may make exceptions in accordance with the following provisions. To the extent that the following provisions require approval, the Board grants the relevant approval of exceptions as described under 'Exceptions'.

Furthermore, exceptions are generally made for collecting plants and food in the wild, catching or hunting wild animals and fishing in the wild, pursuant to the following provisions, which may be replaced in part or in whole by any new provisions:

Fish and Game

In the event that fish and game are not sourced organically:

1. this is to be communicated to the guest with a note stating 'Not from organic source' or similar text.
2. it should be proven that the products come from the following source:
 - Game: regional source (direct from hunter with proof of origin, accompanying game certificate)
 - Fish: regional source (only wild-caught, no farming)
 - Ocean fish: certified origin (MSC; Fishing Act of Iceland, Alaska or similar standard).

Wild herbs, mushrooms and berries (wild collection)

- a) From certified organic wild collection (detailed specifications from the relevant inspection body).
- b) Herbs and fruit grown by a Member must be certified as agriculture (small-scale). Agricultural products in the future must be exclusively organic (or 'conventional' if the producer is in the process of converting to an organic farm and has applied for recognition) to ensure that organic ingredients are used.

Additional note: microwave ovens are not used.

Beverages:

Wine

There are no provisions for wine lists which consist solely (100%) of organic wines. However, the following rules apply to wine lists that also contain conventional wines:

- a) There must be at least 20 organic wines on offer; these must include organic sparkling, white and red wines.
- b) More than half of the wines must come from organic sources. As of 2018, 75% of the wines must come from organic sources.
- c) Organic wines must always be favoured on the wine list; for example, by being grouped together at the top of the list.

As of 2016, wine lists with conventional wines will be charged an annual penalty of €100 per product (label/type) by the Association. An application for an exception does not need to be submitted to the Association. The wine list is checked as part of the annual inspection and the result automatically forwarded to the Association.

Spirits

There are no provisions for lists which consist solely (100%) of organic spirits. However, the following rules apply to lists that also contain conventional spirits:

- a) There must be at least one organic spirit in each group of conventional spirits.
- b) More than half of the spirits must come from organic sources. As of 2018, 75% of the spirits must come from organic sources.
- c) Organic spirits must always be favoured on the list; for example, by being grouped together at the top of the list.

As of 2016, lists with conventional spirits will be charged an annual penalty of €100 per product (label/type) by the Association. An application for an exception does not need to be submitted to the Association. The list of spirits is checked as part of the annual inspection and the result automatically forwarded to the Association.

Exceptions

- a) Up to 3 exceptions are possible for non-alcoholic beverages, beers and food. This must be reported by the Member Company by 1 January to the Compliance Officer by means of a Request for an Exception and contain a detailed product description and producer information. Each Request for an Exception will be extended for another year if a retraction is not submitted in writing by the respective Member Company by 31 December.
- b) The selection of exceptions is incumbent on the Member Company and is noted by the Association, a Request for an Exception is forwarded to the inspection body. Explicit approval by the Association is no longer necessary (except animal products).

- c) All exceptions regarding animal products are subject to approval and must be applied for. Approval is incumbent on the Board and is provided in writing.
- d) Member Companies will be charged an annual penalty of €100 by the Association for each exception.

Last updated: Monday, 21 November 2017.

These new provisions replace all previously valid provisions in the area of F&B of the Association.

B) Non-Food Standards

The aim of the BIO HOTELS is to develop their establishments as ecologically and sustainably as possible. Ecological materials and solutions are to be used for every renovation, extension or new construction and for all purchases.

Detailed Provisions:

Toiletries and Cosmetics:

Certified organic toiletries and cosmetics are to be used throughout the establishment. Approved certifications are: BDIH, Natrue, Ecocert, AbCert, ABG, ICEA or equivalent. This minimum standard applies to cleansing products as well as to all products in treatment rooms and shops (cosmetics; makeup; body, face and haircare products).

Comprehensive Resource Management:

CO2 certification is carried out for each Member Company and is a Group Certification of the BIO HOTELS Association. The goal is to certify the Association as a single group and thus make a clear statement in the area of non-food for external communication. All Members shall store their CO2 values electronically every 2 years and in a timely manner (in the period provided). As part of ecological inspections, these values will be verified. The benchmark value and the respective CO2 values then make their way into the Group Certification of the Association.

Minimum Standards:

- e) The exclusive use of recycled paper or primary-fibre paper from sustainable forestry. Sustainable forest management is characterised by the protected and certified FSC and PEFC labels. This provision concerns both direct procurement by members (for example paper for the office, toilet, kitchen, etc.) as well as indirect procurement by placing orders with printers, etc.
- f) The exclusive use of electricity from renewable energy sources (this means energy sources that are inexhaustible or that renew relatively quickly such as hydropower, biomass, solar, wind, tidal, geothermal, and CHP units).
- g) The CO2 value for each establishment may not exceed 40kg per guest per night. Should an establishment exceed this value, the establishment has one year to reduce its CO2 emissions.

Sanctions for violating the Standards of the BIO HOTELS Association (Food & Beverage as well as Non-Food Standards)

Author: Gernot Loitzl, ABG: In the event of deviations, the following sanctions can be imposed by the organic inspection body in accordance with the penalties stipulated in EU Regulation (EEC) No 2092/91 on organic products:

Sanction 1 (S1): minor deviation that does not yet constitute a violation of the BIO HOTELS Standards; clarification or settlement possible by submission within a period of time granted at the inspector's discretion (up to 21 days). If, as a result of the submission, it transpires that there has been a breach of the Standards or of the EU Regulation, the sanction level can be subsequently increased according to the severity of the deviation.

Typical deviations that trigger S1:

Certificates are missing during an inspection. Minor faults in the preparation of inspection documentation as required in the form 'Documentation to be prepared for inspection' (faxed to each company prior to a scheduled inspection); errors when inspecting incoming goods (for example, not reacting to missing organic labelling on products or their accompanying documents, etc.) if the organic status of the product can be determined during the inspection or its origin from organic farming seems plausible to the inspector; in the event of indeterminate status or clear references to conventional origin, a higher sanction level will be applied). Minor inaccuracies with regard to labelling of menus, table cards, etc.; proof of this being corrected can be demonstrated by submitting documents to the inspection body.

Sanction 2 (S2):

A deviation that constitutes a violation of the BIO HOTELS Standards, requiring a submission stating that the issue has been resolved within a specified deadline or whose implementation must be checked by means of an additional inspection;

Typical deviations that trigger S2:

Failure to correctly inspect incoming goods resulting in the acceptance of conventional goods or conversion goods (in the process of being converted to organic); minor labelling errors; missing or inaccurate labelling of conventional foods that have been confirmed by the supplier to be currently unavailable in organic quality (for example, on buffets), as well as for conventional non-alcoholic beverages or labelling errors for wines/beers; in the event of repeated transgressions → S3. Confirmation from a supplier that a particular product is not available in organic quality for a certain period of time is not reported or reported late (in the event of short-term logistical problems, a note from the supplier on the delivery paperwork/invoice that a certain product is currently not available in organic quality suffices); repeated transgressions → S3

Sanction 3 (S3)

Deviations that constitutes a violation of the BIO HOTELS Standards, requiring an additional control and, following a resolution of the Board by simple majority, results in a contractual penalty in the amount of one to three times the annual Membership Fee. This is to be paid by the Member immediately. All rights and obligations remain unaffected. This sanction can be imposed per violation and multiple times.

Recommendation: The inspection body sends an inspection report to the Board explaining why an S3 has been imposed; confirmation of an S3 with relevant information shall be sent to the Member by the Board.

Typical deviations that trigger S3:

Repeated use of conventional foodstuffs for which there is no confirmation of a supplier exemption; it should be noted that this confirmation must be sent in writing by post, fax or e-mail upon first use of the exception (within 72 hours) to the inspection body and the Board. A late registration either during or shortly before the inspection is not accepted as a valid confirmation and repeated infringements will be penalised with S3. It should also be noted that the confirmation only applies to the products it lists. If other conventional foods are also used, S2 will be imposed and, by repeated infringements, S3. Gross labelling errors or repeated gross inaccuracies. Repeated deviations with S2 or S1, which were not redressed despite a request from the inspection body.

Sanction 4 (S4)

Expulsion of Member: to be imposed at the discretion of the Board; for example, in the event of inherent non-compliance with the Standards or failure to fulfil conditions despite repeated requests and/or repeated S3 without a 'willingness to improve'; costs for marketing activities remain unaffected. If any marketing activities need to be changed or discontinued, or there are additional costs due to the expulsion of a Member, these costs are to be paid by the Member Company regardless of membership status.

General Note on Sanctions:

The examples of how to classify deviations are understood to act as a guide which the inspector must follow. However, it must be emphasised that not all possible deviations can be listed here and that the inspector's own judgement is required in specific cases.

Appendix II:

Rules of Procedure for Members of BIO HOTELS

The items are decided by the Members in addition to the current Association Statutes and provide information about the internal workings of the Association.

1. Member Companies of the Association have a binding inspection contract with an organic inspection body named by the Association. Furthermore, the establishment is obligated to mandate its inspection body to send the current inspection report to the BIO HOTELS Association. A change of inspection body is only possible after written agreement from the Association.
2. Use of the Association brand is dependent on compliance with the respective minimum standards as well as the guidelines for using the Association brand itself. Members shall comply with the current brand manual. For reciprocal marketing, each Member is required, at the very least, to put the current logo with a link to the website www.biohotels.info on the homepage of the hotel's website in a highly visible position. The size of the image is to be at least 150 x 60 pixels.
3. The BIO HOTELS work with organic associations and organic producers, with a preference for products from cooperation partners.
4. BIO HOTELS Members shall provide Association colleagues and their employees (including accompanying person) with a 50% discount on accommodation/breakfast (this is intended to strengthen contact between members and to get valuable feedback from colleagues). In order to confirm valid employment, the employee is to provide current confirmation from the BIO HOTELS Member that they are in their employ. Associate Members as well as partners and employees of Bioland receive a 20% discount on accommodation/breakfast at BIO HOTELS.
5. Each Member Company is to ensure that the current BIO HOTELS catalogue is placed in all rooms.
6. The Membership Fee (base fee + bed fee) is to be paid to the Association by the Member in due time following resolution by the General Meeting. In the event of late payment, late fees and interest will be charged. The current fee schedule applies. Any deviations from this provision (e.g. instalments, deferred payments, etc) are only possible with written approval from the Board.
7. The cost of expenses (food and lodging) during a hotel visit by the Association's Consultant is to be covered by the respective BIO HOTELS Member. Travel costs are borne by the Association.

8. The BIO HOTELS Association and its Members support the development of a bonus programme (Eco Bonus Card) with other sustainable companies/industries for the purposes of customer retention, customer acquisition and sales growth. The BIO HOTELS Association e.V. is to become a programme partner and thus enable all Member Companies to participate in the Eco Bonus Programme, which is also mandatory for all BIO HOTELS Members due to marketing. According to the resolution of the General Meeting 2017, all BIO HOTELS members shall provide a rebate of up to 4% (discount and bonus points).
9. Quality Assurance and Quality Development Committee: unpaid penalties in the amount of €3,000 or more will be passed on to the Quality Assurance and Quality Development Committee. After determining the correctness of the penalty in accordance with the Association Statutes, the degree of the sanction will be determined by the latter and is binding. Composition of the Committee: A member of a friendly association, a consumer advocate, 2 BIO HOTELS e.V. Members and the Managing Director of BIO HOTELS.