



aquafides

Proprietary standard

for water footprint certification

AQF-OP — Material para Tour Operadores

AQUAFIDES TOUR OPERADORES

Model contract clause

Hotel — Tour Operator

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Adaptable text to incorporate into hotel procurement processes

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RECOMMENDED CITATION

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1. Purpose of the document

This document provides Hotel Procurement directors and the legal advisory of European tour operators with a model contract clause on water sustainability adaptable to their procurement processes. The text may be incorporated into framework contracts, tender specifications, general procurement terms or specific annexes.

The clause is designed to facilitate the progressive incorporation of auditable water criteria into the hotel chain contracted by the tour operator, in accordance with the obligations that the CSRD Directive and the ESRS E3 standard impose on the European operator on water reporting of its value chain.

2. Model clause

Variant A — Recognition Phase (Year 1 of adoption)

Applicable when the tour operator incorporates Aquafides as a positive but non-excluding evaluation criterion in its procurement processes. Suggested text:

The supplying hotel acknowledges the growing requirement of the European regulatory framework, in particular the CSRD Directive (2022/2464/EU) and the ESRS E3 standard on water and marine resources, as well as the growing sensitivity of the final tourism customer, regarding sustainable water management. In

this context, the supplying hotel declares to be aware of the existence of the Aquafides Protocol v3.2 for water footprint certification, and expresses its willingness to explore its incorporation into the establishment's water management system.

Variant B — Preference Phase (Year 2-3 of adoption)

Applicable when the tour operator raises Aquafides to a preferred criterion, giving procurement priority to the certified hotel under equal conditions. Suggested text:

The supplying hotel commits to initiate, within a maximum period of [12/24] months from the signing of this contract, the formal process of third-party water footprint certification covering the mandatory ESRS E3 datapoints, the ISO 14046:2014 methodology and, optionally, the AWS Standard v2.0. The Aquafides Protocol v3.2 issued by Aquafides.org is considered the reference certification, without excluding duly accredited equivalent certifications. During the validity of the contract, the supplying hotel commits to provide the tour operator, with annual periodicity, its verified technical report, its public water footprint declaration for the previous year and its quantitative progress on the current Water Footprint Reduction Plan.

Variant C — Eligibility Phase (Year 4+ of adoption)

Applicable when the tour operator raises Aquafides to an eligibility criterion for certain segments (4-5* hotels, hotels in stressed catchments, hotels featured in premium catalogue). Suggested text:

Obtaining and maintaining a third-party water footprint certification, with simultaneous coverage of ESRS E3 and ISO 14046:2014, constitutes an eligibility condition for contracting the supplying hotel in this catalogue segment. The Aquafides Protocol v3.2 issued by Aquafides.org is considered the reference certification, without excluding duly accredited equivalent certifications. Sustained non-compliance with this requirement, duly notified and with a reasonable period for remediation, may lead to contractual non-renewal with reasonable advance notice in accordance with the general conditions of this contract.

3. Recommended accessory clauses

3.1 Verification and information

The tour operator may request from the supplying hotel, with reasonable advance notice and under the principle of contractual good faith, a copy of the technical water footprint report for the previous year, as well as documentary confirmation of the validity of the certificate issued by the corresponding certifying entity. The supplying hotel commits to provide such information in standard digital format (PDF) within no more than 15 calendar days from the request.

3.2 Confidentiality

Water information exchanged under this clause shall be treated by both parties with reasonable confidentiality. The tour operator shall not publicly disseminate specific water information of the supplying hotel without its express consent, except for those aggregated or anonymised data strictly necessary for its CSRD (ESRS E3), GRI 303 or equivalent reporting obligations.

3.3 Adaptation to regulatory evolution

The parties agree to jointly review the content of this clause when significant changes occur in the applicable European regulatory framework (CSRD, ESRS E3, green taxonomy) or in the reference international water footprint standards (ISO 14046, AWS Standard, GRI 303, CDP Water).

3.4 Tour operator support for the process

When the tour operator has activated a Water Certification Support Programme with its network of supplying hotels, the specific conditions (discounts, facilitated technical assistance, preferential audit dates) shall be annexed to this contract as a differentiated appendix.

4. Notes for the tour operator's legal advisory

- The timeframes indicated in brackets (12, 24 months) are indicative. Each tour operator shall adjust them to the reality of its chain and to the adoption pace it deems commercially viable.
- The clause is drafted in broad terms not to exclude equivalent certifications. The "equivalent" criterion should be understood as third-party certification with simultaneous coverage of ESRS E3 + ISO 14046:2014 as a minimum. Aquafides meets this criterion and adds additional coverage (AWS, GRI 303, CDP Water).
- The consequence of non-compliance (contractual non-renewal) must be articulated coherently with the other termination clauses of the framework contract. It is recommended that the tour operator's legal advisory harmonise.
- For supplying hotels already certified with ISO 14001 (generic environmental management) or EMAS, the clause may be modulated by expressly mentioning that such certifications do not substitute the specific water footprint certification.
- The application of the clause can be graduated by catalogue segments (4-5 stars, all-inclusive, coastal holiday hotels, urban hotels, etc.) rather than imposed horizontally. This facilitates progressive adoption.

5. About Aquafides

Aquafides is a proprietary water footprint certification standard headquartered in Andorra (Aquafides SLU) with operational delegation in Spain (Aqua Fides SL). Its differentiating feature is the simultaneous coverage, on a single audited documentary body, of the verifiable requirements of ISO 14046:2014, AWS Standard v2.0, ESRS E3 (CSRD), GRI 303 (2018) and CDP Water Security. Additionally, the Protocol establishes the mandatory separation between the person who advises the client and the person who issues the certificate (Annex IV).

To learn more about the Aquafides Protocol v3.2, download the Tour Operator Brief or the CSRD Toolkit, or request a technical meeting with the General Management:

aquafides.org/operators · operadores@aquafides.org

VERSION HISTORY

Rev.	Date	Description of changes	Status
v1.0	15/02/2026	Initial release of the Model contract clause.	ACTIVE

CONTACT

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