

Ugovor o poslovnoj suradnji

Business Agreement

I. STRANKE UGOVORA

Članak 1.

Adriatic.hr d.o.o. Poljička cesta 26, 21000 Split, Hrvatska OIB: 16364086764 ID: HR-AB-21-020038491 zastupan po: Goran Vrgoč, u nastavku "Agencija"	Ime firme Adresa Poštanski broj i grad Država PDV broj: zastupan po: Ime i prezime, u nastavku "Partner"
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Adriatic.hr d.o.o. Poljička cesta 26,, 21000 Split, Croatia VAT number: HR16364086764 ID: HR-AB-21-020038491 represented by: Goran Vrgoč, hereinafter referred to as "Agency"	Company name Address Postal code and town Country VAT number: represented by: Name and surname, hereinafter referred to as "Partner"
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II. OPĆE ODREDBE

Članak 2.

Agencija potvrđuje da se turističkom djelatnošću bavi u skladu sa zakonima Republike Hrvatske, odnosno da posjeduje sva zakonom propisana odobrenja i dozvole potrebne za pružanje usluga smještaja i ostalih usluga koje nudi.

Partner potvrđuje da se djelatnošću oglašavanja bavi u skladu sa zakonima države u kojoj je registriran, te da posjeduje sva zakonom propisana odobrenja i dozvole potrebne za pružanje usluga koje su predmet ovog ugovora.

Članak 3.

Agencija iskazuje interes da oglašava usluge iz svoje ponude putem partnerove oglasne mreže.

Partner iskazuje interes za oglašavanjem usluga iz ponude Agencije putem svoje oglasne mreže.

Stranke ugovora utvrđuju da postoji zajednički interes, te pristaju ovim ugovorom utemeljiti buduću poslovnu suradnju.

Ovaj ugovor ne sadrži elemente ekskluzivnosti, odnosno svaka ugovorna strana je slobodna ovakav ili slične ugovore sklapati s drugim poslovnim subjektima.

III. NAČIN POVEZIVANJA – PRIJENOSA PODATAKA

Članak 4.

Agencija dodjeljuje Partneru korisnički ID kod, te ID kodove za svaku Internet stranicu na kojoj će partner oglasiti ponudu Agencije. Broj ID kodova za Internet stranice nije ograničen.

Agencija bez novčane naknade omogućuje Partneru pristup detaljnom opisu svih usluga koje nudi, a što uključuje: popis bitnih karakteristika, opisni tekst, fotografije, informaciju o lokaciji, te cjenik za osnovnu uslugu i moguće dodatne troškove. Prijenos navedenih podataka se obavlja preko agencijskih internetskih servisa.

U slučaju preusmjerenja gosta na stranice Agencije Partner mora koristiti dodijeljene mu URL-ove, koji trebaju biti ispravno generirani kroz agencijski postojeći URL generator.

Svakom preusmjerenom gostu se dodjeljuje "kolačić" s ID kodom internetske stranice Partnera, a što osigurava ispravno praćenje ponašanja gosta, odnosno njegovih realiziranih rezervacija. "Kolačić" koji preusmjerenog gosta, odnosno njegove realizirane rezervacije, vezuje uz Partnera traje tri mjeseca računajući od gostovog prvog preusmjerenja.

Agencija ne snosi odgovornost za eventualnu štetu Partneru nastalu zbog neobračunavanja ugovorene naknade ukoliko je ona rezultat neadekvatne upotrebe agencijskih internetskih servisa od strane Partnera ili brisanja "kolačića" od strane gosta.

Partneru je u svakom trenutku putem agencijskog sučelja dostupan popis potvrđenih rezervacija kao i iznos ostvarene naknade.

IV. PRAVA I OBEZE AGENCIJE

Članak 5.

Agencija jamči za točnost svih preuzetih podataka, kao i za istinitost uvjeta pod kojima se nude. Agencija se obvezuje da će neprestano nadgledati točnost objavljenih informacija, te odmah po saznanju o nastalim promjenama,

I. CONTRACTING PARTIES

Article 1.

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II. GENERAL TERMS

Article 2.

The Agency confirms to be engaged in tourist trade services in accordance with the laws of the Republic of Croatia i.e. confirms to be in possession of all the licenses and permits regulated by the law necessary to provide accommodation services and other services it provides.

The Partner confirms to be engaged in advertising services in accordance with the laws of the country they are registered in, i.e. that the Partner is in possession of all the licenses and permits regulated by the law necessary for providing the services that are subject matter in this contract.

Article 3.

The Agency expresses interest to advertise their services through the partners advertising network.

The Partner expresses interest to advertise the Agency's offer through its advertising network.

The contracting parties have established a common interest and commit with this contract to found their future cooperation on this contract.

This contract does not contain elements of exclusivity, both parties are allowed to sign identical or similar contracts with other parties.

III. CONNECTION METHODS-DATA TRANSFER

Article 4.

The Agency assigns the Partner ID code, and ID codes for every web page on which the partner will advertise the Agency's offer. The amount of ID codes for the web pages is not limited.

The Agency allows the Partner access to a detailed description of their services without compensation, this includes: a list of essential characteristics, a textual description, photographs, information about the location, a price list of the services with possible additional costs. The mentioned data is transferred through Agency's web services.

In case Partner is redirecting a customer to Agency's website the Partner has to use the assigned URL, which have to be correctly generated through the agency's existing URL generator.

Every redirected customer gets assigned a "cookie" with an ID code to the Partner's web page, this makes it possible to track the customer's realized reservations. The "cookie" which tracks the redirected customer's realized reservations connects these to the Partner for a period of three months from the moment the customer is redirected for the first time.

The Agency can not be held responsible for possible damage to the Partner resulting from the incorrect use of the Agency's web services by Partner or in case the customer erases their 'cookie'.

Access to a list of confirmed reservations is granted to the Partner at all times through the agency's interface as well as the amount of the realized earnings.

IV. RIGHTS AND OBLIGATIONS OF THE AGENCY

Article 5.

The agency guarantees the accuracy of all the collected data, as well as the

objavljene podatke na Internetu uskladiti sa stvarnim stanjem, i to bez prethodnog ili naknadnog upozorenja Partnera.

Agencija je isključivi vlasnik svih podataka koje pruža Partneru, te su isti zaštićeni autorskim pravima.

U slučaju raskida ugovora Partner nema pravo na daljnju upotrebu navedenih podataka.

Članak 6.

Agencija posluje u svoje ime, te je isključiva ugovorna stranka koja ostvaruje komunikaciju sa gostom, gostu šalje obračun zakupljenih usluga te u konačnici izdaje račun gostu. Gost ne obavlja uplate na račun Partnera.

Partner nema nikakvu odgovornost prema gostu koji je rezervirao usluge iz *agencijske* ponude, već punu i isključivu odgovornost da gostu bude pružena zakupljena usluga snosi isključivo Agencija.

Postupak i uvjeti rezerviranja usluga za goste, kao i postupak rješavanja eventualnih naknadnih prigovora, odnosno otkaza su definirani agencijskim Općim uvjetima, a s kojima se gosti moraju složiti kako bi uopće bili u mogućnosti zahtijevati rezervaciju odabrane usluge.

V. PRAVA I OBEVEZE PARTNERA

Članak 7.

Partner je u potpunosti slobodan pri kreiranju strategije oglašavanja, kao i u realizaciji iste.

Partner se obvezuje da će preuzete oglašene usluge Agencije, sa svim njihovim karakteristikama, prezentirati u neizmijenjenom obliku.

Uz svaku preuzetu uslugu Partner se obvezuje naznačiti Agenciju kao davatelja usluge.

Preuzetu ponudu Agencije Partner ne smije prezentirati na internetskim stranicama koje imaju sadržaj povezan s nasiljem, erotikom i pornografijom, bilo kakvom vrstom diskriminacije, ilegalnim aktivnostima, odnosno sadržajem koji ugrožava intelektualno vlasništvo.

VI. NAKNADA PARTNERA I PLAĆANJA

Članak 8.

Naknada za Partnerove usluge oglašavanja nije fiksno definirana, već ovisi o efikasnosti suradnje, odnosno obračunava se isključivo na temelju realiziranih rezervacija.

Za svaku realiziranu uslugu Agencija odobrava Partneru naknadu u iznosu 10 % neto cijene zakupljene usluge. Odobrena naknada Partneru u sebi ne sadrži pripadajući hrvatski PDV. Popusti odobreni gostu umanjuju osnovicu za izračun naknade, dok nadoplate zaračunate gostu, boravišna pristojba, lučka pristojba, ekološke takse, prijava gosta, osiguranje, kao i bilo koje druge posebne usluge ne utječu na obračun naknade.

Račun koji Partner ispostavlja Agenciji, a na ime naknade za obavljene usluge oglašavanja iznosi 10 % neto cijene zakupljenih i izvršenih usluga, te napomena o prijenosu porezne obveze mora biti jasno istaknuta na njemu.

Obračun naknade za Partnerove usluge oglašavanja se vrši mjesečno, i to za sve zakupljene usluge koje su izvršene u prethodnom mjesecu. Obveza je Partnera izdati valjani račun do 10-tog u tekućem mjesecu, za naknadu vezanu uz obračun prethodnog mjeseca. Agencija se obvezuje da će napraviti isplatu u roku od 10 radnih dana od primitka računa.

Ukoliko naknadno gost otkáže zakupljenu uslugu, Partneru neće biti obračunata ugovorena naknada za istu. Ukoliko gost naknadno promijeni parametre rezervacije koji utječu na promjenu cijene zakupljene usluge, Partneru će se naknada za usluge oglašavanja obračunati od konačne cijene koju je gost platio. Na zahtjev će se partneru odobriti pristup svoj potrebnoj dokumentaciji iz koje je očito da je usluga otkazana ili promijenjena.

Agencija će vršiti plaćanja bankovnim transferima na bankovni račun koji joj dostavi Partner. Agencija i Partner će podjednako snositi troškove bankovnog

authenticity of the conditions under which they are offered. The Agency agrees to continually monitor the accuracy of the published information, and upon learning of any changes immediately update the published data to match the current situation, without prior or subsequent warning of the Partner.

The Agency is exclusive owner of the data provided to the Partner which is protected by copyright.

After the contract is terminated the Partner has no right to further use of the data.

Article 6.

The Agency is acting in its own name and is the sole contracting party to communicate with the customer, it sends a calculation of the provided services to the customer and issues an invoice to the customer. The customer does not make payments to the Partner's account.

The Partner is not liable to the customer for the booked services provided by the Agency, the Agency bears the full and exclusive responsibility for the provision of the booked service to the customer.

The booking procedure and conditions for the customer as well as the process of settling possible disputes or cancellations is defined in the Agency's General Terms and Conditions. The customer must agree with The Term and Conditions in order to be allowed to require booking of the chosen services.

V. RIGHTS AND OBLIGATIONS OF THE PARTNER

Article 7.

The Partner has full creative freedom to create their own advertising strategy as well as in the realization of this strategy.

The Partner agrees to present all the retrieved services from the Agency with all their characteristics without adding any alterations.

To every retrieved service the Partner is obliged to indicate the Agency as the service provider.

The materials retrieved from the Agency's offer are not to be presented on websites that contain or are linked to websites that contain violent, erotic, pornographic, discriminating, illegal content or in any way contain content that poses a threat to intellectual property.

VI. PARTNER FEES AND PAYMENTS

Article 8.

The fee for the Partner's advertising services is not defined as a fixed amount, it depends on the efficiency of the cooperation, therefore the calculation is entirely based on the realized reservations.

For every realized service the Agency grants the Partner a fee in the amount 10 % of the net price of the booked service. The authorised fee of the Partner does not include Croatian VAT. Discounts offered to the customer reduce the basic price on which the fee is calculated, while additional charges such as tourist tax, port tax, eco-taxes, registration fees, insurance, as well as any other additional service do not affect the fee.

The invoice that the Partner issues to the Agency for the advertising services fee is 10 % of the net price of the booked and provided services. Transfer of tax liabilities must be clearly stated in the invoice.

Fee calculation for advertising services of the Partner is done on monthly basis for all booked services provided in the previous month. The Partner must issue a valid invoice by the 10th of the current month for the fee authorised in the calculation for the previous month. Agency will make the payment to the Partner within 10 business days upon receiving the invoice.

If the customer subsequently cancels booked service, the Partner is not entitled to the fee for the cancelled service. If the customer changes booking parameters that affect the price of the booked service, the fee for the advertising services will be calculated on the final price that the customer paid. On request, the Partner will be allowed access to all documentation with the details about cancellation and changes of the service.

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VII. TRAJANJE UGOVORA

Članak 9.

Ugovor se sklapa na neodređeno vrijeme.

Obje stranke ugovora mogu raskinuti ugovor bez navođenja razloga raskida ugovora. Obavijest o tome mora drugoj strani biti prosljeđena u pisanom obliku.

Ako među strankama ne postoje prethodno preuzete obveze koje u trenutku raskida ugovora još nisu izvršene, smatrat će se da je suradnja među strankama prekinuta na dan kad je jedna od strana uputila drugoj zahtjev za prekid suradnje. Ako postoje još neizvršene prethodno preuzete obveze, stranka koja ih je preuzela obvezuje se izvršiti ih.

VIII. RJEŠAVANJE SPORA

Članak 10.

Svaki eventualni spor stranke će pokušati riješiti sporazumno. Ako stranke ne uspiju riješiti spor, suglasne su da će spor rješavati za to mjerodavan sud u Splitu.

Na sve što nije posebno određeno uvjetima ovog ugovora primjenjuju se pozitivni pravni propisi Republike Hrvatske.

IX. ZAVRŠNE ODREDBE

Članak 11.

Ovaj ugovor je sastavljen u dva primjerka dvojezično: na hrvatskom jeziku i jeziku Partnera, pri čemu svaka strana zadržava po jedan dvojezični primjerak.

U slučaju da iz bilo kojeg razloga bude upitna vjerodostojnost prijevoda određenog članka, Agencija potvrđuje da će članak tumačiti u skladu sa hrvatskim prijevodom službenog sudskog tumača za jezik Partnera.

Stranke su ugovor pročitale, utvrdile da ne postoje nikakve nejasnoće, da ga razumiju u cijelosti i da u potpunosti odražava njihovu pravu volju, te ga u znak prihvatanja vlastoručno potpisuje zakonski zastupnik Partnera i zakonski zastupnik Agencije.

Ovaj ugovor stupa na snagu danom potpisa zakonskih zastupnika stranaka ugovora, te od tog trena prestaju važiti svi eventualno raniji potpisani ugovori.

Partner _____ Agencija _____
Mjesto: _____ Mjesto: Split
Datum: _____ Datum: 05.05.2016

The Agency will make the payments by bank transfer to a bank account provided by the Partner. The Agency and the Partner will equally share banking fees.

VII. THE PERIOD OF CONTRACT VALIDITY

Article 9.

The contract is signed for an undefined period of time.

Both contracting parties can terminate the contract without specifying the reasons for termination. The other party must be notified about the termination in written form.

If there are no previously agreed obligations between the contracting parties that have not been concluded at the time of termination, it will be considered that the business agreement between the parties was terminated on the day that one of the parties sent out the termination request. If there are previously obtained unfinished commitments these must be completed by the concerning party.

VIII. DISPUTE RESOLUTION

Article 10.

The parties will attempt to settle any dispute agreeably. If the parties cannot agree to settle the dispute, they accept the jurisdiction of the Split court in the dispute settlement.

Everything not specified in these General conditions is subject to the laws and jurisdiction of the Republic of Croatia.

IX. FINAL REGULATIONS

Article 11.

This contract is drawn up in two identical, bilingual copies: one copy in Croatian and one in the mother tongue of the Partner. Each party will keep one bilingual copy.

If a translation of a certain article is disputed for any reason, the Agency confirms that it will interpret the article according to the Croatian translation of an official court interpreter for the language of the Partner.

The parties have read and understood the contract, confirmed that there are no obscurities and that it fully reflects the will of the contracting parties. The contract will be signed by the legal representative of the Partner and the legal representative of the Agency as a sign of acceptance.

This contract comes into effect on the date of signing the contract by the legal representatives of the contracting parties and all previously signed contracts cease to exist.

Partner _____ Agency _____
Place: _____ Place: Split
Date: _____ Date: 05.05..2016