

AMH Agent Agreement

1. Air Malta Holidays /AMH) is a contracted service operated by TripX Travel AB. In this agreement, references to “Air Malta Holidays” and “TripX Travel AB” are interchangeable.
2. The trips offered by Air Malta Holidays’ always consist of combinations of flight seat(s), hotel visit(s), transfer(s), insurance(s), etc. and the combined trip’s terms and conditions are defined by Air Malta Holidays. This means that the terms & conditions relating to flight seat(s) sold separately and directly by Air Malta do not apply for combined trips sold by Air Malta Holidays.
3. The re-sell agent agrees to not communicate, offer or attempt to re-sell anything that is not explicitly defined on Air Malta Holidays’ website or in the related and applicable terms & conditions. The re-sell agent will be attributed full responsibility for published or communicated information, in whatever format and channel, regarding combined trips and/or related services not offered on Air Malta Holidays’ website.
4. The commission for sold combined trips is 5% of the price of the base product, i.e. flight seat(s) including taxes and hotel visit(s) (in selected room type), excluding any upgrades, transfers, luggage cancellation protection / insurance, etc. Commission will not be accrued for sales of combined trips discounted through unique promo codes. The commission is credited at the time of sale, when full payment has been received, and is paid out monthly in arrears. A report specifying the past months commission will be sent to the re-sell agent by Air Malta Holidays latest on the 5th working day of the month following. A corresponding invoice with 30 days payment terms is thereafter to be sent by the re-sell agent to agentsales@tripx.se.
5. The contract relating to the sold combined trip is between i) the Buyer (the individual paying for the combined trip), and ii) Air Malta Holidays. The re-seller agrees to inform and receive approval from the Buyer about the terms & conditions for the purchased combined trip. In case of a dispute as a result of the re-sell agent not having fulfilled its information obligations to the Buyer, the re-sell agent shall compensate the Buyer in accordance with local rules and/or legislation.
In case Air Malta Holidays have to pay compensation to the Buyer due to the re-sell agent not fulfilling its information obligations to the Buyer, the re-sell agent shall compensate Air Malta Holidays with the corresponding amount. Air Malta Holidays has the right to withhold accrued commission in case the re-sell agent does not fulfill its obligations as defined in paragraphs 3 and 5 of this agreement.
6. This agreement is valid for an initial period of 12 months from the registration approval date, hereafter automatically continued on a monthly basis. Either party will have the right to terminate the agreement by giving at least 30 days' notice in writing to the other party at the end of the initial period or at any time after that. The agreement can be terminated any time during the initial period if jointly agreed by Air Malta Holidays and the re-sell agent. In case of breach of agreement, the agreement can be terminated with 0 days’ notice by the party affected by the breach.

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