PEXMAS 2025 - TERMS & CONDITIONS

INTRODUCTION
The Terms and Conditions [T&Cs] for all Pexmas events in 2025 are mandatory for all traders and partners. The T&Cs are designed to ensure the event operates safely and to the highest standards. Failure to comply with the T&Cs will result in the trader's removal from the event, without refund. Traders are liable for any costs incurred by Pexmas or the Venue as a result of non-compliance with the T&Cs.
GOODS FOR SALE AGREEMENT
Regarding the goods for sale with Pexmas, traders agree that: • All goods must be appropriate to be viewed by a family audience, or suitably displayed. • All goods must be kept within the boundaries of the trader's designated stall area. • All goods must comply with international copyright regulations. • All goods must be displayed in a manner which is safe, risk assessed and conducive to a busy marketplace. • Traders must only bring to market the items described in their application. Additional or alternative products will not be welcomed without prior agreement from Pexmas Ltd, to safeguard the curation of the market and the level of competition for other traders.
LICENSING AND RISK ASSESSMENT
Pexmas operates events under a market licence granted by (where relevant) Southwark Council, independent Public Liability Insurance and a contract with the Venue. Traders are responsible for carrying out their business in line with current UK Health and Safety regulations and for risk assessing their own participation and products at this event. Traders are responsible for ensuring copyright laws are upheld in regards to their own goods. It is the responsibility of the trader to supply Pexmas Ltd with any valid documentation that may be required for the sale of their goods, prior to the event, and to Venue or Council Officers should they visit on the day of the event.

PEXMAS 2024 - TERMS & CONDITIONS

PUBLIC LIABILITY / INSURANCE

Pexmas Ltd holds public liability insurance for Pexmas events in 2025.

It is the responsibility of each trader to consider their own requirements for public liability insurance and provide valid documentation, both prior to and on the day of the event where appropriate.

Pexmas Ltd is not responsible for the loss or damage of trader's goods, property or personal items.

FOOD & BEVERAGE TRADER CERTIFICATION

Food and beverage traders of all types MUST demonstrate valid proof of the following, both in advance and on the day of all Pexmas events:

- Food Hygiene Certification
- Food Safety Certification [min. 3 stars]
- Appropriate Registration as a food business with your local Council
- Public Liability Insurance
- Gas Safety Certificate [where applicable i.e. mandatory for LPG Appliances]
- Fire risk assessment
- Personal License where appropriate

ENVIRONMENT & WASTE MANAGEMENT

Traders agree to follow Pexmas' policy of 'LEAVE NO TRACE':

- Traders agree to make no additions or alterations to the fabric of the Venue, including no temporary attachments to the walls with blue tack or similar. Nothing may be hung from the ceiling.
- Traders agree to keep the front of their stall clean and tidy at all times.
- Traders agree they are responsible for the management and safe disposal **offsite** of all waste material and items.
- Traders agree to take with them all waste material and items accrued during trading. This includes but is not limited to all packaging materials, empty bottles, personal rubbish, food waste and cooking oil.
- Traders agree to remove every item of litter from their stall at the conclusion of trading, or be charged a cleaning fee to reimburse the charges incurred to Pexmas from the Venue.

PITCHES

Pitches are allocated to ensure all health and safety regulations are met [i.e. crowd management] and allow visitors the best adventure around the market. Traders therefore understand and agree to the following:

- Traders are not able to pre-select their pitch.
- Traders understand Pexmas Ltd supplies to them ONLY the stall table from which to trade (see trader information Pack for details for each event) and nothing for street food pitches.

PEXMAS 2024 - TERMS & CONDITIONS

- Pexmas reserves the right to object to anything in any way associated with the pitch or goods they deem to be inappropriate for the benefit of the event. Traders accept they must immediately rectify such occurrences to the satisfaction of the organisers.

OPERATIONS - WATER

- Traders understand that generally NO MAINS WATER will be accessible on site.
- Food Traders understand it is their responsibility to supply their own water.

OPERATIONS - POWER

- Traders accept that pitches include no provision for power.
- Hot Food and Drink Traders may be provided with a limited electricity supply. Please see trader pack for details for each event. Those who agree to supply their own power, ensuring it fulfills all safety and certification criteria
- Street Food Traders are able to make an application to use certain generators and electrical equipment, which shall be awarded at the discretion of Pexmas Ltd and approval of the Venue. All such requests must be via email with 1 month's notice.
- Traders acknowledge no amplified noise is permitted.

OPERATIONS - TRADING HOURS

- Please see the trader information pack for details of the trading times of each event.
- Traders undertake to trade for the duration of their pitch booking. They agree to have contingency plans in the event of selling-out so the stall does not look empty and sad for end of the day shoppers.
- Traders agree to finish trading promptly at the end of the market and be clear from the site within 60 minutes.
- Traders are aware that they cannot keep any stock or personal possessions on site overnight.

OPERATIONS: SET UP & BREAK DOWN

- Traders agree to arrive and depart in accordance with the arrival times issued by Pexmas Ltd.
- Traders understand there will not be vehicle access to the site at all (except for Hot Food traders), nor is there designated parking available for traders.
- Traders understand that parking is their sole responsibility and undertake to not violate local parking restrictions.

STAFFING

- Traders must ensure their pitches are staffed at all times.
- We ask that you have no more than 2 members of staff per stall.
- Staff must be presentable at all times.
- Staff must not behave in any way to bring the event into disrepute.

PEXMAS 2024 - TERMS & CONDITIONS

PAYMENT & CANCELLATION

- Traders understand payment must be made within 7 days of the date invoice for Pexmas 2025.
- Traders understand that if payment is not received within these terms, their application will be cancelled and re-allocated to a new trader.
- Traders understand that once an application has been accepted and paid for, no refunds are automatically issued in the event of trader cancellation, unless the stall can be reallocated, in which case the cancelling trader can be refunded only when Pexmas has received payment to confirm the new booking.

SITE SAFETY

- Traders understand their responsibility to immediately inform Pexmas Ltd of any safety hazards and site incidents, should they become aware of them.
- Traders understand that, subject to pre-approved exceptions [i.e. hot food traders], no naked flames or heat sources are allowed on site (this includes candle traders who may not light their products).
- Traders agree to abide by all emergency procedure announcements issued in the event of an evacuation.
- Please be aware that in the event of a national incident, additional safety measures may be enacted by the venue, which will be updated by email prior to the event.

UNDESIRABLE ACTIVITY

Pexmas Ltd takes the responsibility for the safety of its staff, traders and visiting shoppers very seriously. Pexmas is an open access inclusive event and we are dedicated to true and full equality for all people. We do not stand for any expressions of racism, sexism, homophobia, transphobia, ableism or other bigotries at Pexmas (or in life). Any such actions will result in the offending party being removed from Pexmas. We want to provide and celebrate safe spaces for all.

If it appears to Pexmas Ltd that any Trader may be engaged in activities which are deemed to be contrary to the best interests of Pexmas, unethical or to be in breach of UK law, Pexmas Ltd may, without being under any liability to refund or abate any charges paid or due herein, cancel any pitch allocation which may have been made to the Trader and require the Trader to immediately vacate the pitch space allocated to them and refuse the Trader the right to participate further in Pexmas. Security are on site to enforce this right, and Pexmas will not hesitate to report any unlawful activity to the authorities if appropriate.

Pexmas Ltd reserves the right to exclude or remove from Pexmas events any person whose presence is, or is likely to be, undesirable. Pexmas Ltd may exercise this right, even if a person is an employee, agent or contractor of a Trader, or connected any way otherwise.