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- 4.3.1 Subject to 4.2 above Blueparrot shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the equipment and where such defect is caused by the negligence of Blueparrot
- 4.4 Rights reserved
- 4.4.1 Any failure by Blueparrot to enforce any or all of these conditions shall not be construed as a waiver of any of Blueparrot's rights hereunder
- 4.4.2 If any term in this contract shall be held invalid such invalidation shall not affect the validity of the remaining items
- 4.5 Terms of contact
- 4.5.1 These conditions have effect in substitution for and to the exclusion of any condition put forward by the customer
- 4.6 Delivery and carriage
- 4.6.1 All times quoted or stated for delivery are approximate only
- 4.6.2 Hire charges or sale prices do not include carriage. Any expenses incurred by Blueparrot in delivery or recovering equipment or attempting the same will be paid by the customer
- 4.6.3 Where carriage charges are quoted by Blueparrot such charges will include only for the time to unload or unload alongside the Blueparrot vehicle at the address specified by the customer. Further time or attendance will be paid for by the customer
- 4.7 Copyright
- 4.7.1 Blueparrot notifies the customer that playing or showing copyright material in circumstances where the customer or anyone authorised by him does not hold the appropriate Licence of the copyright holder he will infringe copyright and may become liable in damages for so doing
- 4.7.2 The customer by accepting delivery of sound or visual reproduction equipment warrants that he has or will obtain the appropriate Licence for the said performance playing or showing, prior to using the equipment for the said purpose.
- 4.8 Cancellation
- 4.8.1 Cancellation of any event, hire or sale must be notified at least 1 week in advance or costs amounting up to the value of the contract may be incurred.
- 4.8.2 Cancellations within 48 hours of an event will incur the full cost.