

### Terms and Conditions for Purchasing and Using Instant Interior Kits

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These Terms and Conditions govern your access to and use of the "Instant Interior Kits" digital product ("the Product") provided by **Design by El Wood PTY LTD** ("we", "us", or "our"), a business registered and operating in the Republic of South Africa.

By purchasing or using the Product, you ("the user", "you", or "your") agree to be bound by these Terms and Conditions. If you do not agree, please do not use or purchase this product.

### 1. Nature of the Product

Instant Interior Kits are downloadable digital guides designed to help individuals independently decorate and plan their interior spaces. Each kit may include:

- A curated moodboard
- Layout options
- A digital furniture sample board
- A shopping guide (non-affiliated)
- Paint colour recommendations
- Printable planning worksheets

# 2. Use at Your Own Risk

The Instant Interior Kits are intended for informational and planning purposes only.

We do not assume any responsibility for:

- The final outcome of your interior design implementation.
- The performance or quality of any third-party products or suppliers you may choose based on the recommendations in the kits.
- Any loss, damage, or injury incurred as a result of using this product or applying the guidance within it.
- Any adverse result from DIY work, installations, renovations, electrical work, structural modifications, or painting.

You acknowledge and accept that use of this product is entirely at your own risk.

### 3. No Guarantees or Professional Advice

This product is **not a substitute** for personalised professional interior design, architectural, or contractor advice.

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Design recommendations are generalised and may not suit every building structure, lighting condition, or spatial requirement.

We do not guarantee:

- That the items on the suggested shopping list will be available, in stock, or within your budget.
- That colours will render identically in your home as shown on your screen.
- That implementation will yield the same results as visualised in sample boards or layouts.

# 4. Purchasing, Procurement & Installation

You are solely responsible for:

- Purchasing or sourcing any items from suggested suppliers or shops.
- Verifying product dimensions, colours, availability, delivery times, and compatibility with your space.
- Hiring qualified professionals where necessary (e.g., electricians, painters, carpenters, or installers).
- Ensuring any changes comply with your property agreements, landlord requirements, building regulations, or body corporate rules.

We are not responsible for procurement issues, delivery delays, product faults, poor workmanship, or installation complications.

### 5. Digital Product Terms

As this is a digital product:

- All sales are final. No refunds, returns or exchanges are permitted once the kit has been downloaded or accessed.
- You may not resell, redistribute, reproduce, or commercially exploit any part of the product or materials within it.
- Usage is strictly for personal, non-commercial use.
- We reserve the right to update or amend the product content at any time.

### 6. Intellectual Property

All content, layouts, imagery, written guides and design material are the intellectual property of Design by El Wood.

You may not copy, reproduce, share, or modify any part of the kits for commercial use or resale without express written consent.



## 7. Limitation of Liability

To the fullest extent permitted under South African law:

- We will not be liable for any direct, indirect, incidental, special, or consequential damages arising out of your use of this product.
- Our total liability to you for any claim shall not exceed the purchase price paid for the product.

### 8. Consumer Protection & Compliance

We comply with the Consumer Protection Act (CPA) and Electronic Communications and Transactions Act (ECTA) of South Africa.

As per Section 42(2) of the ECTA, digital content purchases are exempt from the standard 7-day cooling-off period due to their non-returnable nature.

#### 9. Jurisdiction

These terms are governed by and interpreted in accordance with the laws of the Republic of South Africa.

Any disputes arising shall be handled under the exclusive jurisdiction of the South African courts.

# 10. Contact

For any questions regarding these Terms or the use of your kit, please contact:

### Design by El Wood PTY LTD

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