

The Dual Collective Constitution, as of 26<sup>th</sup> August 2026.

## **1. Identity & Purpose of The Dual Collective**

### **1) Mission**

To ensure sustainable performance across major commitments, such as academics, sporting, and performing arts, and to ensure retention within these areas, without compromise

### **2) Target clients**

- a) Secondary students in Years 11-13
- b) Secondary students who manage more than one major commitment (e.g, studentathletes, performers)
- c) University student-athletes (extending in Feb. 2027)

### **3) Promise of value**

By the end of the service cycle, clients:

- a) understand the extent of their commitments within both major commitments
- b) develop the competencies required to balance both major commitments
- c) develop the competencies whenever conflicts of interest exist between these commitments
- d) ensure that their behavioural patterns sustain their performance in both these commitments

### **4) Ethical boundaries**

a) Services within The Dual Collective include:

- i) timetable
- restructuring ii)
- workload review iii)
- habit analysis iv)
- recovery logic
- v) decision-support discussion vi) strategic planning for academic and sporting periods, including conflicts of interest vii) pedagogy for approaching academic assessments, using habit analysis

b) Hence, services within The Dual Collective does not include the following:

i) medical diagnosis, counselling, therapy, or any service provided by a health practitioner ii) legal advice iii) formal school tutoring for assessment preparation or submission iv) accredited sports coaching under a governing body framework v) consultant in response to welfare breaches

c) Personal information is handled in accordance with the Privacy Act 2020 and collected only where necessary for service delivery, communication, and tailored planning.

## 2. Audit Philosophy

1) The Dual Collective's core analytical principles to uphold the integrity and quality of the service are:

As quoted on the website under "About":

### **1. We stand for Sustainable High Performance**

- high performance does not require sacrificing academics, neither does academics require sacrificing high performance. We agree that sustainable performance must be treated as an asset developed over years, not weeks.

### **2. We stand for Evidence before Opinion**

- the right work should not come from recycled slogans. It should come from training recovery, analysis of performance metrics, and observational patterns. We agree that it's important to work hard but work smart.

### **3. We stand for Progress over Result**

- the organisation stands for protection identity over competition results, selection lists, and grades. We strongly believe that the athlete is much more than just a result on a spreadsheet.

### **4. We stand for Integrity in Development**

- development must be honest and transparent. If a method cannot be justified clearly, then it should be questioned. We have no tolerance for opacity.

### **5. We stand for Clarity over Noise**

- athletes are not struggling due to lack of effort - they are overshadowed by structures that tend to complicate the balance between study and sport. We make these demands understandable.

- 2) Performance is defined as the ability to maximise personal capacity through workload structure, timetabling, and recovery analysis, to maximise outcomes within major commitments, such as:
  - a) academic assessments, including examinations
  - b) sporting competitions and training
  - c) performing arts rehearsals and competitions.
- 3) Data interpretation is to be ascertained from the audit framework within the audit engine.
- 4) The rules for client communication under the role of the auditor includes:
  - a) no personalised comments on clients unless framed explicitly in any service, except for communication between team members and during team meetings
  - b) personalised conversations with clients must be within a separate platform outside of the service, such as Facebook, Instagram, or Discord.

### **3. Auditor Code of Conduct**

- 1) Under the Privacy Act 2020, confidentiality must be practiced in the following areas when delivering a service within The Dual Collective, which includes:
  - a) consent of information being shared by the client within any service, including which information to share within The Dual Collective
  - b) consent to the chief executive if information is to be shared publicly via social media or in-person, from the information provided by the client, which includes:
    - i) data from the client, including success stories
    - ii) personal information of the client
    - iii) assessment, sporting, or performing arts results even if they are public in an external source
- 2) Auditors must remain neutral in opinion when delivering any service within The Dual Collective and is under no obligation to make objections or personal comments to the commitments of the client.
- 3) Auditors reserve the right, under Section 4 of the Education Training Act 2020 to refuse service to a client unless approval is granted for leave by a parent or guardian, if the service is booked during school, tutoring, or competition hours.

#### **4) The rules for client communication under the role of the auditor include:**

- a) No personalised comments on clients unless framed explicitly in any service, except for communication between team members and during team meetings.
- b) All communication with clients must occur exclusively through official organizational channels (e.g., official business email or platform-hosted Zoom lines).
- c) Private, unrecorded communications with clients via personal social media accounts (including but not limited to Facebook, Instagram, Snapchat, and Discord) are strictly prohibited to uphold the The Dual Collective's Child Protection Policy.

a) which excludes:

- i) providing personalised feedback based on their capacity to achieve their goals
- ii) acting as a mentor to psychologically support their goals
- iii) including personal bias in choice decision-making when redesigning timetables and workload structure

#### **5. Quality Assurance**

- 1) Required documentation is to:
  - a) take active notes on the client audit sheet via Word document, or writing by hand on a hard copy of the client audit sheet
  - b) provide a summary report in PDF form via email address provided by the client within 24 hours
- 2) Review cycles
  - a) Performance audit follow-up standards include preparing all necessary material to conduct a performance audit, including the following in hard-copy:
    - i) client audit sheet
    - ii) client data sheet
    - iii) the follow-up document in hard-copy ready to fill
  - b) A separate summary report via PDF must be sent to the client's email address within 24 hours, highlighting their strengths, weaknesses, and further interventions.
- 3) In the case of an error within any service:
  - a) record the error within the feedback section in the client audit sheet
  - b) amend the error prior to the follow up session
  - c) report to chief executive if necessary

## 6. Authority & Decision Rights

- 1) Auditors can decide alone the following:
  - a) whether an audit can proceed based on whether it is conflicted with the client's major commitments
  - b) whether an audit can proceed if the client has signed the terms and conditions, and consent to their information shared during services
  - c) how parts of the audit framework are to be tailored to the client, including interventions, derived from the audit engine
  - d) how they address questions raised from the client within any service, while using the audit framework
- 2) The following issues require from the chief executive for approval:
  - a) recommendations for members to join the audit team
  - b) significant amendments in the structure of the audit framework or any other service
- 3) The following issues require team consensus during weekly committee meetings:
  - a) revising the practices adopted from the audit framework within the audit engine
  - b) for a member of staff to be removed
  - c) the design and development of a new service
  - d) collaborations with external institutions

## 7. Scaling Rules

- 1) Auditors and Content Managers are trained via a selection process conducted by the chief executive, which includes:
  - a) 15-minute interview
  - b) multichoice quiz based on their understanding of the legal obligations of The Dual Collective under the Law
  - c) announcement via social media platforms including Facebook, Instagram, and the website
- 2) Auditors and Content Managers are certified once they score **at least 80%** on the multichoice quiz in s7(1a)
- 3) Performance of the auditor is monitored based on the quality of their delivery and communication to clients during services.

- 4) Any member of The Dual Collective can lose certification via a three-strike system on the following violations:

- a) delivery of personalised comments or misconduct to clients within a service
- b) delivery of personalised comments or misconduct to any member of The Dual Collective
- c) sharing of client data without their consent
- d) sharing of information within the service to external institutions without approval of the chief executive
- e) breaching any other policy under the legal obligations of The Dual Collective,

unless the member acknowledges breaching these violations to the chief executive, for a re-appeal decision to be made.

## 8. Client Protection

- 1) Privacy is ascertained from the Privacy Statement and Terms and Conditions
- 2) The control of data handling is ascertained from the Privacy Statement and Terms and Conditions
- 3) To maintain the quality and availability of our sessions, the following refund conditions apply:
  - a) Non-Refundable: Cancellations made less than **24 hours** before the scheduled time or no-shows
  - b) Full Refund: Request submitted at least **24 hours** prior to the scheduled session.  
Refunds are processed to the original payment method within 1-2 business days.
- 4) Safety boundaries are ascertained from the Privacy Statement and Terms and Conditions.

## 9. Use of Artificial Intelligence

- 1) The use of Artificial Intelligence, including LLM's (language learning models) is prohibited in the delivery of any performance audit service, unless approved by the chief executive, excluding:
  - a) data analysis within premium performance audit
  - b) administrative purposes

## **Legal Obligations of The Dual Collective**

### **Our obligations under the Law:**

#### **1. Client Consent and Terms & Conditions**

##### **1. Client Consent and Terms & Conditions**

We ensure every client signs our Terms and Conditions before the service begins, in alignment with the **Privacy Act 2020**. This includes strict compliance with Section 22, specifically Information Privacy Principle (IPP) 1 (lawful and necessary purpose), IPP 2 (source of personal information), IPP 3 (collection from the individual), and IPP 4 (manner of collection).

##### **2. Compliance With Child-Welfare Legislation**

We act in accordance with the **Oranga Tamariki Act**, as required under s9 of the Oversight of Oranga Tamariki System Act 2022.

##### **3. Protecting the Welfare of Clients Under 18**

We protect the welfare of clients aged under 18 to ensure safe participation throughout the performance audit, consistent with **s14(2)(a) Oranga Tamariki Act 1989**.

##### **4. Communicating in an Age-Appropriate Manner**

We communicate our service in a way that is understandable to individuals under 18, in line with **s14 Oranga Tamariki Act 1989**.

##### **5. Confidentiality and Consent for Clients Under 18**

We keep the names and identifying information of clients under 18 confidential unless they provide explicit consent for their data to be used for marketing or business-scaling purposes, under:

- **s65(2)(a) Oranga Tamariki Act 1989**
- **s11 Privacy Act 2020**
- **s22 Privacy Act 2020**

If consent is granted, we clarify via WhatsApp or Email which specific personal data may be used, under **s45 Privacy Act 2020**.

If certain data is not consented for use, it will not be shared publicly, under ss 46(1) and 47. Clients may request correction of inaccurate information under ss 49, 50, 56, and 57.

## **6. Adoption and Review of Our Child Protection Policy**

We adopt the Child Protection Policy published on our website into all service delivery, and review it every three years (next review: August 2029), under **s16(a) Children's Act 2014**.

## **7. Safety Checks for Team Members Under 18**

Before recruiting any team member under 18, we complete a safety check under ss 31(a)–(c) and ss 25(1)–(2) of the **Children's Act 2014**.

This includes:

- **Identification** via WhatsApp or Email, under **s31(2)(a)**
- **Risk assessment** meeting standards under:
  - **s32(1) Children's Act 2014** ◦ **Children's Worker Safety Check Regulations** — ss 10(1), 13(1), 13(3)(b)

## **8. Assessing Harm From Public Information**

We assess whether any publicly available information about clients may cause harm, under **s113 Privacy Act 2020**.

## **9. Restricting Overseas Disclosure of Client Data**

We ensure client data is not shared outside New Zealand unless approved by the chief executive, under **s193 Privacy Act 2020**.

## **10. Ensuring Our Service Does Not Interfere With Education**

### **3) Client Attendance and Educational Protection:**

The Dual Collective reserves a strict **contractual right** to refuse or reschedule a service if it conflicts with a client's compulsory school, tutoring, or official competition hours. We maintain a zero-interference policy regarding a client's primary education. If a session is booked during these hours, service will be withheld unless written approval/leave validation is granted to the auditor by a parent or guardian.

## **11. Respecting Educational Curricula and Pastoral Care**

We ensure our service does not interfere with school or university curricula, nor replace the responsibilities of teachers, tutors, or pastoral-care staff, under **s4 Education and Training Act 2020**.

## 12. Respecting the Practice of Wellbeing Practitioners

We ensure our service does not interfere with the practice of wellbeing practitioners — including psychologists, counsellors, and therapists — under **s7 Health Practitioners Competence Assurance Act 2003**.

## 13. Protecting The Dual Collective's Intellectual Property

We ensure that our frameworks, products, and services are not copied or misrepresented by any organisation without consent, under the **Fair Trading Act 1986** — specifically ss 7, 9–13, 17–26, and 29–31.

## 14. Ensuring the Originality of Our Service and Intellectual Works

We ensure that all frameworks, products, methodologies, and services within The Dual Collective are original works created through our own skill, labour, and professional judgment. This obligation is grounded in the Copyright Act 1994, including:

- **s5** — recognising copyright in original works of authorship
- **s11** — establishing the exclusive rights of the copyright owner
- **s14** — confirming that copyright protects the *expression* of ideas, not the underlying concepts
- **ss17–20** — outlining exclusive rights to reproduce, publish, adapt, and communicate original works

Accordingly, all components of our service — including audit frameworks, scoring systems, evaluative logic, written analysis, and proprietary structures — constitute protected original expression. No organisation or individual may copy, reproduce, adapt, or use these works without explicit consent.

## **The Dual Collective — Terms of Service and Privacy Conditions aligned with the Privacy Act 2020**

### **1. Service Definition**

The Dual Collective provides structured performance support for student-athletes and high performing individuals navigating the interaction between academic demands, athletic commitments, fatigue management, and sustainable workload organisation.

Services may include:

- performance audits
- workload review
- timetable restructuring
- habit analysis
- recovery logic
- decision-support discussions
- strategic planning for academic and sporting periods

The Dual Collective does not provide:

- medical diagnosis
- mental health treatment
- psychotherapy
- legal advice
- formal school tutoring for assessed submissions
- accredited sports coaching under a governing body framework

All services are advisory and educational in nature.

## **2. Professional Boundary of Service**

The service is designed to improve decision quality, clarity, and structure.

No guarantee is made regarding:

- grades
- sporting selection
- race outcomes
- examination performance
- university admission
- scholarship results

Outcomes remain influenced by factors outside provider control.

Clients retain full responsibility for decisions made after each session.

## **3. Client Suitability**

Services are intended for clients able to engage independently and reflect on recommendations constructively.

The Dual Collective reserves the right to decline service where:

- needs fall outside service scope
- specialised medical or psychological support is more appropriate
- communication becomes inappropriate or unsafe

## **4. Clients Under 18 Years of Age**

For clients under 18:

- a parent or guardian may be informed that service has been booked
- parental consent may be required before commencement
- serious welfare concerns may require guardian contact where legally justified.

Confidentiality remains respected within reasonable professional boundaries.

## **5. Booking and Payment**

Sessions must be paid in full before confirmation unless otherwise agreed.

Booking confirms acceptance of current Terms of Service and Privacy Conditions.

## **Cancellation Rules**

- More than 24 hours notice: session may be rescheduled
- Less than 24 hours notice: fee may be retained
- Non-attendance without notice: session forfeited

Repeated late cancellation may result in refusal of future bookings.

## **6. Session Boundaries**

A booked session applies only to the agreed duration.

Where follow-up notes or summaries are provided, these remain supplementary and do not create ongoing unlimited advisory access.

Short clarifications after sessions may be answered at provider discretion.

Extended follow-up requires separate booking.

## **7. Confidentiality**

Information shared during sessions is treated confidentially except where disclosure is required by law or necessary to address serious risk.

Disclosure may occur if there is reasonable belief of:

- immediate risk of harm
- serious safety concern
- legal obligation to disclose

Where appropriate, disclosure will first be discussed with the client.

## **8. Privacy and Personal Information**

The Dual Collective collects only information reasonably necessary to deliver services, in accordance with the Information Privacy Principles (IPP) under the NZ Privacy Act 2020. Privacy Act 2020

This may include:

- name
- contact details
- age or year level
- school or university context
- sporting background
- timetable information
- performance concerns
- service history

Information is collected for:

- session preparation
- service delivery
- communication
- record keeping
- improvement of future service quality

Personal information will not be sold, traded, or disclosed for unrelated purposes.

Information is stored securely and retained only for as long as reasonably necessary.

Clients may request:

- access to information held
- correction of inaccurate information
- deletion where appropriate under NZ law

## **9. Use of Written Materials**

Any written frameworks, audit models, session summaries, templates, or original systems remain intellectual property of Dual Collective.

Clients may use materials personally but may not:

- distribute them publicly
- reproduce them commercially
- present them as their own frameworks

## **10. Academic Integrity Boundary**

Dual Collective supports strategic thinking and performance organisation.

Dual Collective does not:

- write assignments for clients
- complete assessments
- produce submitted work for school or university grading Clients remain responsible for all submitted academic work.

## **11. Athlete Performance Boundary**

Training-related discussions are educational and analytical only.

Clients remain responsible for:

- medical decisions
- coach consultation • race decisions
- injury management

No advice replaces licensed medical or coaching supervision.

## **12. Wellbeing and Non-Emergency Limitation**

Dual Collective is not an emergency wellbeing service.

If a client presents urgent psychological distress, medical concern, or crisis-level need, referral to appropriate services may be recommended immediately.

## **13. Liability Limitation**

To the maximum extent permitted under New Zealand law, liability is limited to the amount paid for the session concerned.

No liability is accepted for indirect consequences including:

- academic loss
- missed deadlines
- sporting underperformance
- selection outcomes
- third-party decisions

## **14. Right to Refuse or End Service**

Dual Collective may end service where:

- terms are repeatedly breached
- communication becomes inappropriate
- service scope is no longer appropriate

Unused prepaid sessions may be refunded at provider discretion.

## **15. Terms Updates**

Terms may be revised as the service develops.

The latest published version applies to future bookings.

Copyright Statement:

## 1. Copyright Ownership and Original Authorship

This performance audit, including all written analysis, evaluative frameworks, diagnostic categories, scoring rubrics, narrative interpretation, structural organisation, and proprietary methodology, is an original literary work created through substantial skill, labour, and professional judgment. It is protected under the **Copyright Act 1994**, including:

- **Section 14(1)** — recognising copyright in original works of authorship.
- **Section 14(2)** — confirming that copyright protects the *expression* of ideas, not merely the underlying concepts.
- **Section 16(1)** — granting the copyright owner exclusive rights to reproduce, publish, adapt, and communicate the work to the public.

Accordingly, all components of this audit constitute protected expression. No part may be copied, reproduced, adapted, distributed, or used to create derivative works without explicit written permission.

## 2. Protected Elements of This Audit

The following components are protected under s14(1)–(2) and s16(1):

- **Original written content** — including analysis, commentary, and evaluative narrative.
- **Proprietary frameworks** — including diagnostic categories, definitions, and structural sequencing.
- **Scoring and weighting systems** — including rubrics, criteria, and evaluative logic.
- **Methodological expression** — including step-by-step processes, workflow diagrams, and structured assessment logic.
- **Visual and tabular elements** — including charts, tables, and proprietary visual formats.
- **Branding and naming conventions** — including audit titles, section headings, and distinctive terminology.

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## 3. Prohibition on Unauthorised Use

Under **s16(1)**, the following acts are prohibited without written consent:

- Reproducing any part of this audit
- Creating derivative or adapted versions
- Using the audit's structure, categories, or scoring logic

- Incorporating the audit into commercial services
- Distributing the audit to clients, students, or third parties
- Representing the audit as one's own original work

Any unauthorised use constitutes copyright infringement and may result in civil remedies including injunctions, damages, and account of profits.

#### **4. Prohibition on Misleading or Deceptive Conduct**

Under the **Fair Trading Act 1986**, the following provisions apply:

- **Section 7(1)** — prohibiting false or misleading representations in trade.
- **Section 11** — prohibiting conduct that is misleading or deceptive, or likely to mislead or deceive.

Any person who copies, reproduces, or adapts this audit and presents it as their own original work engages in misleading conduct under s11 and makes false representations under s7(1).

This includes:

- Claiming authorship of this audit
- Marketing a substantially similar audit as an original product
- Using identical or confusingly similar frameworks, scoring systems, or diagnostic categories
- Passing off this audit as part of another service
- Misrepresenting the origin, development, or proprietary nature of the audit

Such conduct is unlawful regardless of whether the infringer profits from the misrepresentation.

#### **5. Commercial Integrity and Consumer Protection**

The Fair Trading Act exists to protect consumers and uphold commercial integrity. Copying this audit without permission undermines:

- The authenticity of professional services
- The reliability of representations made to clients
- The integrity of competitive markets
- The trust placed in service providers
- The accuracy of claims about originality and expertise

Accordingly, any unauthorised reproduction or misrepresentation of this audit may be subject to regulatory investigation, civil enforcement, and penalties under the Act.

## 6. Enforcement and Remedies

The copyright owner reserves the right to pursue all available remedies under:

- **Copyright Act 1994** — including injunctions, damages, account of profits, delivery-up orders, and statutory damages.
- **Fair Trading Act 1986** — including civil proceedings, pecuniary penalties, and corrective orders.

Both statutes operate concurrently. Infringement of copyright and misleading conduct under the Fair Trading Act are separate and cumulative causes of action.