

Dual Collective — Terms of Service and Privacy Conditions

(New Zealand — Privacy Act 2020 aligned)

1. Service Definition

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

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.

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
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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

(Privacy Act 2020 — New Zealand)

Dual Collective collects only information reasonably necessary to deliver services, in accordance with the Information Privacy Principles 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
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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
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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
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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.