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**From:** [REDACTED] >  
**Sent:** Thursday, 14 March 2024 6:49 am  
**To:** Tim O'Connor <[REDACTED]>  
**Subject:** FW: FW: [REDACTED] documents

Hi Tim,  
The terms and conditions are attached, would you like me to confirm with [REDACTED] to proceed as outlined below?

Cheers

[REDACTED]

[REDACTED]

**Extension:** [REDACTED] M +64 [REDACTED]

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**From:** [REDACTED]  
**Sent:** Wednesday, March 13, 2024 9:47 PM  
**To:** [REDACTED] >  
**Subject:** Re: FW: [REDACTED] documents

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Thanks [REDACTED]

I will review later this week and will commence a desktop investigation.

As discussed, I will wait for further instruction from you before commencing any surveillance

I have attached our general terms and conditions and will apply a 25% discount when invoicing.

Regards

[REDACTED]

On Wed, Mar 13, 2024 at 2:40 PM [REDACTED] <[REDACTED]> wrote:

Hi [REDACTED]

The attachments and summary below are provided by [REDACTED], the Director of Enrolments. Many thanks for your support.

Cheers

[REDACTED]

[REDACTED]  
P +64 9 [REDACTED] M +64 [REDACTED] [www.ags.school.nz](http://www.ags.school.nz)



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**From:** [REDACTED] <[REDACTED]>  
**Sent:** Wednesday, March 13, 2024 2:21 PM  
**To:** [REDACTED] <[REDACTED]>  
**Subject:** [REDACTED] documents

Hi [REDACTED]

Please find attached

1. Enrolment correspondence [REDACTED]
2. Ministry of Education comms
3. Previous Comms regarding [REDACTED]
4. 2024 application form for [REDACTED] – original version submitted

Key Notes:

- The application form has now been updated online [REDACTED]
- Students address is provided as : [REDACTED]
- [REDACTED] address is provided as [REDACTED], [REDACTED]

Any questions, please ask.

[REDACTED]  
[REDACTED]  
*Director of Enrolments*

**Extension:** [REDACTED]

## [REDACTED] - General Terms and Conditions

### General terms

- All and any business undertaken by [REDACTED] [REDACTED] is conducted subject to these terms and conditions, each of which shall be incorporated or implied into any agreement between [REDACTED] [REDACTED] and you. In the event of any conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly agreed by [REDACTED] [REDACTED] in writing.
- These terms of engagement as modified from time to time, apply to any current instructions and to any future instructions unless changed by [REDACTED] [REDACTED] and notified to you.
- [REDACTED] [REDACTED] covering letter will confirm the nature of the services which are being provided to you and incorporate the Code of Ethics that can be found at: [REDACTED].co.nz

### Calculation and payment of fees

- [REDACTED] [REDACTED] fee structure is set out as follows:

Investigation	\$170.00/hour
Surveillance	\$120.00/hour
Mileage	\$1.10/km
Disbursements	@ cost
Transcription/Typing	\$40/hour

- Fees exclude GST.
- In addition to fees, disbursements such as airfares, accommodation, database searches, typing are invoiced as they occur. [REDACTED] [REDACTED] reserves the right to request these monies in advance.
- If fees remain unpaid after their due date, [REDACTED] [REDACTED] reserves the right to charge interest at the rate of overdraft interest applicable to [REDACTED] [REDACTED] business account plus a margin of 5%, compounding monthly.
- You are welcome to terminate the services at any time.
- [REDACTED] [REDACTED] may terminate the services:
  - If an account remains unpaid beyond one month from the date of issue;
  - If you are subject to any form of solvency administration including bankruptcy, receivership, or liquidation;
  - You request [REDACTED] [REDACTED] to provide services that will entail breaching the law;
  - the adoption by you, against the advice of [REDACTED] [REDACTED] of a course of action that [REDACTED] [REDACTED] reasonably believes is highly imprudent and compromises [REDACTED] [REDACTED] ability to complete the services.
- Should the services be terminated then all fees invoiced to date are payable, together with work in progress and disbursements not previously invoiced, incurred up to the date of discontinuance.
- If your account moves into a debt collection process, you accept responsibility for payment of all costs in collecting any outstanding amounts, including costs on a solicitor/client basis.

## Document destruction/File retention/Intellectual property

- [REDACTED] [REDACTED] will retain the file that [REDACTED] [REDACTED] creates for your work on any one matter for a minimum of seven years after [REDACTED] [REDACTED] finishes working on that matter. [REDACTED] [REDACTED] may hold that file electronically rather than physically. After that time, [REDACTED] [REDACTED] may destroy the file without contacting you.
- Under these term and conditions, both parties acknowledge that both parties will be required to share information with each other including but not limited to information, materials, systems and techniques (both copyright and non-copyright) that are confidential and may constitute trade secrets. Any and all details pertaining to information, materials, systems and techniques (both copyright and non-copyright) are in strict confidence between the parties and are not to be disclosed to any other person, third party or entity without [REDACTED] [REDACTED] written consent. Any breach will entitle the parties to remedies at law or equity.
- Any and all information, material, systems and techniques (both copyright and non-copyright) either developed or introduced by [REDACTED] [REDACTED] to you remain the sole property of [REDACTED] [REDACTED]

## Professional Indemnity Insurance

[REDACTED] [REDACTED] holds both professional indemnity and public liability insurance.

## Due Care and Liability

- [REDACTED] [REDACTED] warrants that it will carry out each assignment with all due care and skill. [REDACTED] [REDACTED] makes no other warranty and no other warranty will be implied against [REDACTED] [REDACTED] whether by any statute, at common law, or otherwise. The parties agree that the supply of goods and services under these terms is for business purposes and that the provisions of the Consumer Guarantees Act 1993 do not apply to such supply.
- Notwithstanding the above, [REDACTED] [REDACTED] shall not be liable to you or any other party for any direct, indirect or consequential loss, liability, damage, costs, claims or expense suffered or incurred by you or any other party arising from or in connection with the services provided, except for any wilful default of [REDACTED] [REDACTED] or an employee or contractor of [REDACTED] [REDACTED]
- Without limiting any of the above, any liability of [REDACTED] [REDACTED] is limited to the amount of the fee received by [REDACTED] [REDACTED] for the services in respect of which the liability arises.

## Complaints

- Please let [REDACTED] [REDACTED] know if you have any concerns or a complaint. Your work is important to [REDACTED] [REDACTED] and it would be great to have the opportunity to have a discussion with you. [REDACTED] [REDACTED] will respond to any concern or complaint as soon as practicable.

## Disputes

- The parties agree to resolve any dispute or difference arising out of or in connection with these terms and conditions by negotiation.
- Failing resolution above within 7 days, the parties may agree to mediation before an independent mediator.
- Failing resolution above either within 14 days with no agreement as to mediation or failing resolution at mediation, the dispute will be finally resolved by arbitration:
  - Before a sole arbiter agreed by the parties.
  - If the parties have not agreed on the arbitrator within seven days of this clause being invoked, the President of the New Zealand Law Society Canterbury-Westland Branch shall nominate the arbitrator.



- The place of arbitration will be in Christchurch.
- The provisions of the Second Schedule to the Arbitration Act 1996 shall not apply to the arbitration.

#### **Privacy Act clause**

- If you are an individual client, then [REDACTED] [REDACTED] will comply with its obligations under the Privacy Act 1993. This includes, collecting your information for necessary and legal purposes, from you (unless an exception applies), and being transparent about those purposes and the way [REDACTED] [REDACTED] uses and holds personal information.
- [REDACTED] [REDACTED] will keep your personal information secure; not use your personal information without making reasonable checks for accuracy; use any unique identifier for you appropriately; and will hold onto your information only for as long as needed and as set out in these terms and conditions.
- [REDACTED] [REDACTED] will not disclose your personal information to third parties unless approved by you or required to be disclosed by law.
- You have a right to request access and to request correction of your personal information.

#### **Other terms**

- You must not assign or otherwise transfer any rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of [REDACTED] [REDACTED]
- If any provision of these Terms and Conditions is held by any competent authority to be illegal, invalid or unenforceable in whole or in part, the legality, validity, or enforcement of the other provisions of these Terms and Conditions and the remainder of the provisions in question will not be affected.
- No failure or delay on [REDACTED] [REDACTED] part in exercising any power or right under these Terms and Conditions operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right.
- References to any statutory provision include any statutory provision which amends or replaces it, and any by law, regulation, order, statutory instrument, determination or subordinate legislation made under it.
- Any dispute concerning these terms of engagement or services undertaken for you is to be resolved in the New Zealand Courts under New Zealand law.



**From:** [REDACTED] <[REDACTED]>  
**Sent:** Monday, 10 June 2024 3:18 pm  
**To:** [REDACTED] <[REDACTED]>  
**Subject:** Re: Round two - Letter of engagement please!

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Hi [REDACTED]

Please find a letter of engagement attached.

I have discussed with [REDACTED] and it appears that covert surveillance at [REDACTED] is the best option to begin with. I have suggested an initial 16 hours of surveillance over two mornings and two afternoons/evenings.

We are available to commence this work this week if required.

Regards  
[REDACTED]

On Fri, Jun 7, 2024 at 12:40 PM [REDACTED] <[REDACTED]> wrote:

[REDACTED]

[REDACTED]

P +64 9 [REDACTED] M +64 [REDACTED] [www.ags.school.nz](http://www.ags.school.nz)



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From: [REDACTED] >  
Sent: Friday, June 7, 2024 10:00 AM  
To: [REDACTED] <[REDACTED]>  
Cc: [REDACTED] >  
Subject: Re: Round two - Letter of engagement please!

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Hi [REDACTED]

Just making sure that I have interpreted everything correctly.

1. [REDACTED] provided the in zone address of [REDACTED] on his enrolment application
2. A tip off suggests that [REDACTED] is actually living at [REDACTED]
3. When [REDACTED] visited [REDACTED] she met with [REDACTED], [REDACTED] and [REDACTED]
4. A tenancy agreement obtained for [REDACTED] records [REDACTED] [REDACTED] and [REDACTED] as living at [REDACTED] since 29 February 2024

Despite the above, it is suspected that [REDACTED] resides at [REDACTED].

Assuming the points above are correct, I assume that the [REDACTED] [REDACTED] were able to plan for [REDACTED] meeting with them at [REDACTED]?

Do we know of any association between [REDACTED] [REDACTED] and the [REDACTED] family?

The purpose of our engagement would be to undertake surveillance of [REDACTED] which will hopefully confirm [REDACTED] [REDACTED] living circumstances.

Regards  
[REDACTED]

On Tue, Jun 4, 2024 at 4:22 PM [REDACTED] <[REDACTED]> wrote:

Hi [REDACTED]  
Tim would like to employ your company's services for a couple of weeks work to identify and confirm the residence of the attached family. [REDACTED] (Director of Enrolments) has done some sterling work and has genuine reason to believe they re not residing at the address they have given. She has tried to visit several times but it is in [REDACTED] and we just can't get certainty. Similar to the last letter of engagement you drew up, please could you price up a week or twos work. I have attached the material [REDACTED] has compiled to give you a bit of a sense of the case. If you would like to meet with [REDACTED] and I to get any further context we can make time. If you would rather a phone call, that is also fine.

Thanks for your help



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[REDACTED]

10 June 2024

Auckland Grammar School  
Private Bag 99930  
Newmarket  
Auckland 1149  
New Zealand

Attention: [REDACTED]

Dear [REDACTED]

**Confirmation of Engagement – [REDACTED]**

Following our appointment to investigate this enrolment matter, you have requested that we undertake covert surveillance at [REDACTED] to determine who is living there.

It is suspected that [REDACTED] lives with his parents at [REDACTED] which is an address outside of the Auckland Grammar School Zone.

We initially suggest two weekday evenings and two weekday mornings of surveillance in an attempt to get information to assist with confirming [REDACTED] place of residence. This surveillance will take up to 16 hours to complete.

The approximate cost to complete the investigation referred to above would be \$1920 excluding GST.

Please do not hesitate to contact me if you have any further questions.

Yours Sincerely

[REDACTED]

[REDACTED]  
[REDACTED]

M +64 [REDACTED]  
[REDACTED]

[REDACTED]