

## KIRBY CONTRACT MOOT 2024

### CLARIFICATIONS & OTHER MATTERS

#### A. CORRECTION

1. There is a collection of words missing from paragraph 6 of the Expert Determination. The full paragraph should read as follows (and the erroneously omitted words are underlined):

“Like other properties owned by the Austen Group, Netherfield is classed as a “Historically Significant Structure – Class 1” by the British government. Class 1 is the highest grade pertaining to historically significant privately owned properties. The owner of any Class 1 property is obliged by United Kingdom legislation (the Structures of Public Significance Act 1958 (UK) (the SPS Act)) to maintain the property in perfect condition.”

#### B. CLARIFICATIONS

2. The SPS Act is a fictional Act that applies for the purposes of the Expert Determination.
3. The Agreement made no express reference to the SPS Act.
4. The Notice issued by Mr Wickham was a new notice under the SPS Act, taking effect from the time at which it was issued. There was no notice under the SPS Act in effect in respect of Netherfield on 1 July 2023.
5. Mr Bingley did not charge any entry fee or otherwise derive any financial benefit from the attendees of the ball.
6. The large ballroom is the only space at Netherfield that could accommodate a ball attended by over 600 guests.
7. The information about Netherfield that Ms Collins provided to Mr Bingley, referred to in paragraph 11 of the Expert Determination, included information about the large ballroom and that it formed part of the amenities of Netherfield that were available for use by lessees.
8. The Agreement does not contain an “entire agreement” clause.

**C. OTHER MATTERS**

9. Competitors may rely upon cases other than those referred to in the Expert Determination.
10. Competitors may not rely upon any Australian legislation and must confine their submissions to the claims as set out in the Expert Determination.