

## **KIRBY CONTRACT MOOT 2025**

### **CLARIFICATIONS & OTHER MATTERS**

#### **A. CLARIFICATIONS**

1. The terms “bespoke” and “original” are not defined in the Agreement.
2. Essex arrived at the designated location of the masterclass at an agreed time. No claim is made in respect of the time at which she arrived at the venue for the masterclass.
3. The candle-making method used by Essex during the masterclass was identical to that of the influencer “@FlourishWithFern”.
4. The method used by the influencer “@FlourishWithFern” is not confidential or a trade secret; it is published on her Instagram account.
5. The Agreement was not amended by any subsequent oral agreement.
6. The Agreement did not contain an “entire agreement” clause.
7. The email referred to in paragraph 11 of the Expert Determination was sent two days before Essex’s arrival and was read by the employee to whom it was sent.
8. Windsor was not obliged under the terms of its contracts with guests of the hotel to provide refunds to them.
9. Essex did not have access to, and did not access, a copy of the guest manual before executing the Agreement.

#### **B. OTHER MATTERS**

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