

KIRBY CONTRACT MOOT 2026

CLARIFICATIONS & OTHER MATTERS

A. CLARIFICATIONS

1. Chalet's flights were paid for by RAADA and those costs were reimbursed to RAADA by the airline when the flights were cancelled.
2. RAADA did not maintain a waitlist for its programmes.
3. [17.4] of the Expert Determination should refer to "profit" and not "revenue".
4. There is no evidence of any pre-contractual negotiation between the parties.
5. There were no "drop-outs" from RAADA's programmes. All enrolled students completed their courses.
6. The Agreement did not contain an "entire agreement" clause.
7. RAADA had an existing marketing strategy that did not involve Chalet.
8. RAADA did not change its existing marketing strategy after the loss student enrolments began to be observable.

B. 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.