

IN THE AUSTRALIAN ARBITRATION CENTRE

No. MKM25 of 2026

BETWEEN

Timothy Chalet

Claimant

- and -

Royal Australian Academy of Dramatic Art Pty Ltd
(ACN 127 553 488)

Respondent

JOINT REFERRAL TO ARBITRATION

- 1 By written agreement dated 1 October 2025, the Claimant (**Chalet**) and the Respondent (**RAADA**) contracted for Chalet to deliver a keynote address and to make social media posts promoting performance arts education and RAADA's programmes, in exchange for certain fees (the **Agreement**).
- 2 The Agreement is governed by New South Wales law.
- 3 By clause 21 of the Agreement, the parties agreed:
 - 3.1 to refer any dispute arising from or in connection with the Agreement to expert determination; and
 - 3.2 that, if either party was dissatisfied with the expert determination, it would have the right to apply to an arbitral tribunal to be dealt with *de novo*.
- 4 A dispute in relation to the Agreement was referred to an expert for determination in accordance with clause 21 of the Agreement. A copy of the expert's determination dated 5 May 2026 is at Annexure A (the **Determination**).

- 5 Both parties to the Agreement are dissatisfied with the conclusions reached in the Determination and hereby refer the dispute to arbitration by the Tribunal as now constituted.
- 6 The Determination correctly recites the facts and the parties' respective claims. The parties agree that they are not bound by the arguments put to the expert prior to making the Determination.
- 7 Neither party seeks to adduce any further evidence.
- 8 Neither party relies on any State or Commonwealth legislation.
- 9 No procedural issue arises in respect of the Determination and both parties accept the Tribunal's jurisdiction to hear and determine the dispute.
- 10 The issues are:
- 10.1 Did Chalet breach the Agreement?
- 10.2 Did RAADA breach the Agreement?
- 10.3 If Chalet breached the Agreement, to what measure of damages is RAADA entitled?
- 10.4 If RAADA breached the Agreement, did Chalet suffer any loss and if so, to what measure of damages is he entitled?

Timothy Chalet
Claimant

**Royal Australian Academy of Dramatic
Art Pty Ltd**
Respondent

ANNEXURE A

EXPERT DETERMINATION

5 MAY 2026

IN RESPECT OF THE DISPUTE ARISING BETWEEN

Timothy Chalet

and

Royal Australian Academy of Dramatic Art Pty Ltd

The Hon. Eleanor Plantagenet AC KC

FACTS

- 1 The Claimant, Timothy **Chalet**, is a citizen of the United States, ordinarily resident in Los Angeles. Chalet is a well-known actor and a prominent advocate for performing arts education. In recent years, he has partnered with various prestigious performing arts schools to promote performing arts. Chalet has partnered with The Julliard School in New York, the École de Danse de l'Opéra national de Paris, NIDA in Sydney, and the Guildhall School of Music and Drama in London, among others.
- 2 Usually, Chalet delivers keynote addresses at these institutions, promoting the institution and performing arts education more broadly. Due to his fame, his speeches attract substantial public attention. In some cases, Chalet appears at significant events held at the institutions to meet students, educational staff, and sponsors.
- 3 This dispute concerns Chalet's engagement to deliver a keynote speech at the Royal Australian Academy of Dramatic Art, the premier Australian performing arts college, located in Melbourne. The Academy operates through a company – the Respondent (**RAADA**). For present purposes, it suffices to note that there is no relevant distinction between the Academy and RAADA, the corporate vehicle through which the Academy acts and enters into legal relations.
- 4 RAADA offers a Bachelor of Arts degree with specialisations in acting, musical theatre, opera, and ballet. Its opera and ballet programs are among its most popular and financially significant courses. RAADA's expected profit from the cohort commencing in 2026 was \$9 million (combining government subsidies, sponsorships and student tuition fees) across the three year degree.
- 5 On 1 October 2025, RAADA and Chalet executed a partnership agreement (the **Agreement**) which relevantly provided that:

- 5.1 Chalet was to deliver a keynote address at the opening of RAADA's 2026 academic year on 1 March 2026 "promoting the value of an education in performing arts" (cl 3.1);
 - 5.2 Chalet was to "utilise his social media profile to promote RAADA and the courses offered by RAADA on up to 12 occasions within 12 months following the date of the keynote address, at times and in ways to be agreed between the parties acting reasonably" (cl 3.2);
 - 5.3 in exchange for:
 - (a) Chalet reserving 1 March 2026 to speak at RAADA and delivering the speech referred to in cl 3.1, RAADA promised to pay Chalet \$75,000 after Chalet delivered the speech (cl 4.1);
 - (b) Chalet publishing the promotions on social media as contemplated by cl 3.2, RAADA promised to pay Chalet a fee of \$5,000 per social media post (cl 4.2);
 - 5.4 the parties agreed "not to disparage, criticise or damage the reputation of the other party to the Agreement, including without limitation by making public statements which are inconsistent with or detrimental to the commercial interests of the other party" (cl 7.5); and
 - 5.5 the parties were excused from performing any obligation under the Agreement in the event that "performance of any party's obligation is rendered impossible by reason of (i) war or (ii) other government action (cl 10.1).
- 6 In accordance with the Agreement, Chalet told RAADA's representatives in about mid-October 2025 that he planned to deliver a keynote speech titled "*The Future of*

Performing Arts Education". RAADA proceeded to advertise Chalet's upcoming address in various forms of media.

- 7 Between November 2025 and January 2026, RAADA's 2026 ballet and opera programmes reached full capacity. RAADA's admissions staff attributed the swelling applicant numbers to the news of Chalet's upcoming speech and his association with RAADA. Under RAADA's contractual arrangements with students, they were free to withdraw without penalty for up to one month following the first day of the academic year (which, in the case of 2026, that was 1 April 2026).
- 8 On 2 February 2026, Chalet appeared in a televised interview with cast members of his latest film, "Sand" (the **Interview**). In the Interview, Chalet he made critical remarks about traditional performing arts disciplines, including opera and ballet, describing them as "outdated", "boring", and "irrelevant". Chalet also said "those artforms are doomed".
- 9 Chalet's statements went viral on social media and shortly came to the attention of RAADA's Head of Ballet, Edwina Coke. Ms Coke was mortified by the news and raised the issue with the President of RAADA, Hugh Jacques-Mann. Mr Jacques-Mann was an internationally renowned opera singer and known to be a personal friend of Chalet.
- 10 In the days following the interview, approximately 50% of students enrolled in the ballet and opera programmes withdrew from their places. After speaking with several students, Ms Coke learned that Chalet's comments in the Interview had caused the students to second-guess their educational and career choice. Given entry into RAADA's programmes is highly competitive, it is very unusual for any students to withdraw from a programme once given a place.

- 11 Ms Coke and Mr Jacques-Mann attributed these withdrawals to Chalet's comments in the Interview. Ms Coke and Mr Jacques-Mann considered that it would only further damage the institution's reputation and enrolments if Chalet gave the speech on 1 March 2026.
- 12 On 15 February 2026, Mr Jacques-Mann sent a text message to his friend, Chalet, notifying him on behalf of RAADA that his keynote speech would no longer proceed because of Chalet's comments in the Interview. In that message, Mr Jacques-Mann also stated that RAADA would consider whether Chalet could deliver another speech at a later date, after the public attention surrounding Chalet's remarks had subsided.
- 13 Later that day, Chalet sent a text message in response, stating: "watever, I dont want come to ur school. I dont need it. Just forget it." (sic)
- 14 Chalet had arranged to travel from London to Melbourne on 26 February 2026 on a flight operated by Etihad Airways, with a scheduled stopover in Abu Dhabi.
- 15 On 24 February 2026, armed conflict broke out between the United States and Iran. As a result of the conflict, the United Arab Emirates closed its airspace and Etihad Airways cancelled Chalet's scheduled flight and all other Etihad flights. The Emirates and Qatar airlines also cancelled all flights in late-February and early-March 2026. Because of those cancellations, all other carriers' flights from Europe were at maximum capacity.
- 16 On 25 March 2026, Chalet's solicitors sent a letter of demand to RAADA, alleging that by cancelling the speech RAADA had breached the Agreement and demanding payment of:
 - 16.1 the \$75,000 in respect of the fee he would have received for giving the keynote speech, pursuant to cl 4.1; and

- 16.2 \$60,000, in respect of the fees he would have received for the twelve social media posts pursuant to cl 4.2 of the Agreement.
- 17 On 28 March 2026, RAADA's solicitors sent a responsive letter:
- 17.1 denying that RAADA had breached the Agreement;
 - 17.2 refusing to pay the amounts sought by Chalet;
 - 17.3 claiming that Chalet breached cl 7.5 of the Agreement by making the comments in the Interview; and
 - 17.4 demanding \$4.5 million in damages, in respect of RAADA's loss comprising the loss of revenue resulting from the withdrawal of 50% of its opera and ballet cohort for 2026.
- 18 On 1 April 2026, Chalet commenced this proceeding.

CLAIM

Claim 1: Lost speaking fees

- 19 Chalet claims that RAADA breached the Agreement by wrongfully repudiating the Agreement. Chalet claims that he is entitled to \$75,000 in damages, being the amount that RAADA was obliged to pay him after delivering the keynote speech.
- 20 RAADA denies any liability to pay damages on two bases.
- 21 First, RAADA denies that it wrongfully repudiated the agreement because Chalet's comments in the Interview constituted a breach of the Agreement which entitled it to terminate the Agreement.
- 22 Secondly, RAADA says that even if it breached the Agreement, Chalet's speech would not have occurred in any event because (1) Chalet would not have arrived in Australia to deliver the speech given the flight cancellations caused by the US-Iran conflict, and (2) cl 10.1 of the Agreement relieved RAADA from the obligation to pay.

Claim 2: Lost social media fees

- 23 Chalet claims that he is entitled to \$60,000 in damages in respect of the twelve \$5,000 fees he would have charged and earned for making social media posts, pursuant to cl 4.2 of the Agreement.
- 24 RAADA denies liability to pay damages the subject of claim 2 for the same reasons as those given in respect of claim 1.
- 25 Further, RAADA contends that Chalet's claim for damages the subject of claim 2 is really a claim for a loss of opportunity, and there is no evidence that RAADA would have asked or agreed to Chalet making the posts, so any damages amount should be nominal only.

COUNTERCLAIMClaim 3: breach of cl 7.5

- 26 RAADA claims that by Chalet making the comments he made in the Interview, he breached cl 7.5 of the Agreement.
- 27 RAADA claims that by reason of Chalet's comments, 50% of its opera and ballet cohort starting in 2026 withdrew from the programmes, causing \$4.5 million in lost profit.
- 28 Chalet denies any breach of cl 7.5 of the Agreement on the basis that he did not criticise or otherwise mention RAADA.
- 29 In the event Chalet breached cl 7.5 of the Agreement, Chalet denies any liability to pay \$4.5 million in damages on the basis that such loss is too remote.

CONSIDERATION

Claim 1

- 30 Claim 1 turns firstly on whether RAADA had a valid right to terminate the Agreement by reason of Chalet's comments in the Interview. If Chalet's comments breached cl 7.5 of the Agreement, I consider that RAADA's termination was valid.
- 31 Chalet's comments did not breach cl 7.5 of the Agreement. That is chiefly because his comments were not addressed in any way to RAADA as an institution, and cl 7.5 is concerned with the protection of the *parties'* reputations.
- 32 Accordingly, RAADA's termination constituted a wrongful repudiation and entitled Chalet to damages.
- 33 However, I accept that the speech would not have occurred but for RAADA's wrongful repudiation. I reach that conclusion on the basis that there is no evidence Chalet could have travelled to Melbourne to deliver the speech, given the US-Iran conflict. RAADA's breach of the Agreement caused no loss to Chalet.
- 34 I reject RAADA's contention that cl 10.1 of the Agreement assists its case. It is Chalet's inability to attend, rather than the fact of conflict, that denies causation in this case.

Claim 2

- 35 My finding in claim 1 that RAADA breached the Agreement by wrongfully repudiating it is relevant to claim 2.
- 36 Unlike claim 1, I find that RAADA is liable to pay \$60,000 to Chalet for the fees he would have earned for making the social media posts contemplated by cl 4.2.

37 It taxes credulity to suppose that RAADA would not have utilised the full quote of social media posts which Chalet was required to make pursuant to cl 3.2 of the Agreement in order to promote its courses. I am satisfied that, but for the wrongful repudiation by RAADA, all twelve posts would have been requested and made.

38 The flight cancellation issue is inapplicable to this claim. Clause 10.1 of the Agreement also does not apply.

39 It matters not whether the claim was for loss of opportunity, as RAADA contended.

40 I uphold claim 2.

Claim 3

41 Claim 3 concerns whether Chalet breached cl 7.5 of the Agreement and whether he is therefore liable to pay damages referable to the loss of tuition revenue.

42 Given my conclusion in claim 1, RAADA's claim 3 fails.

43 Had I concluded that Chalet did breach cl 7.5 of the Agreement, I would have held Chalet liable to pay \$4.5 million in damages to RAADA. The link between Chalet's performance of the agreement and RAADA's attraction of new students was a matter plainly in the contemplation of the parties to the Agreement. Cl 7.5 adverts in terms to the parties' commercial interests, which, in the case of RAADA, squarely includes tuition revenue. I dismiss Claim 3.

CONCLUSION

44 In view of my findings, I determine that Chalet is entitled to recover \$60,000 from RAADA.

The Hon. Eleanor Plantagenet AC KC

Angevin Chambers