

**2026 KIRBY MOOT
PRECIS FOR ARBITRATORS**

A. Background

1. The proceeding concerns an agreement between Timothy **Chalet** and the Royal Australian Academy of Dramatic Art Pty Ltd (**RAADA**) (the **Agreement**). Broadly, the Agreement provided for Chalet, a prominent actor and advocate for performing arts education, to deliver a keynote address at the commencement of RAADA's 2026 academic year and to promote RAADA through social media.
2. RAADA is a leading Australian performing arts institution based in Melbourne. Its opera and ballet programmes are among its most significant courses and were expected to generate approximately \$9 million in profit from the cohort commencing in 2026.
3. On 1 October 2025, Chalet and RAADA entered into the Agreement. A summary of the relevant express terms is as follows:
 - (a) Clause 3.1: Chalet agreed to deliver a keynote address on 1 March 2026 "promoting the value of an education in performing arts".
 - (b) Clause 3.2: Chalet agreed to utilise his social media profile to promote RAADA and its courses on up to 12 occasions within 12 months following the keynote address, at times and in ways to be agreed between the parties acting reasonably.
 - (c) Clause 4.1: RAADA agreed to pay Chalet \$75,000 upon delivery of the keynote address.
 - (d) Clause 4.2: RAADA agreed to pay Chalet \$5,000 for each social media post made pursuant to clause 3.2.
 - (e) Clause 7.5: The parties agreed not to disparage, criticise, or damage the reputation of the other party, including by making public statements inconsistent with or detrimental to the other party's commercial interests.
 - (f) Clause 10.1: The parties were excused from performing obligations rendered impossible by war or government action.
4. Following execution of the Agreement, Chalet informed RAADA that his proposed keynote address would be entitled "The Future of Performing Arts Education". RAADA extensively promoted Chalet's upcoming appearance.

5. By January 2026, RAADA's ballet and opera programmes had reached full capacity. RAADA attributed increased enrolments to Chalet's association with the institution and the publicity surrounding his planned speech.
6. On 2 February 2026, Chalet appeared in a televised interview promoting his latest film "Sand". During the interview, he described opera and ballet as "outdated", "boring", "irrelevant", and stated that those artforms were "doomed".
7. Chalet's comments received substantial publicity. Shortly thereafter, approximately 50% of students enrolled in RAADA's opera and ballet programmes withdrew. RAADA considered the withdrawals to be attributable to Chalet's comments.
8. On 15 February 2026, RAADA informed Chalet that his keynote address would no longer proceed because of the comments he had made in the interview. RAADA indicated that it would consider whether the speech could be rescheduled to a later date after public attention surrounding the comments had subsided.
9. Later that day, Chalet responded by text message to RAADA's President, Hugh Jacques-Mann, stating: "watever, I dont want come to ur school. I dont need it. Just forget it."
10. Chalet had arranged to travel from London to Melbourne on 26 February 2026. However, on 24 February 2026, armed conflict broke out between the United States and Iran. The United Arab Emirates subsequently closed its airspace, causing the cancellation of Chalet's flight and numerous other flights between Europe and Australia.
11. Following the cancellation of the speech, Chalet claimed payment of \$75,000 for the keynote address and \$60,000 for twelve social media posts. RAADA denied liability and counterclaimed for \$4.5 million in damages, alleging that Chalet's interview comments caused substantial loss of tuition revenue.

B. Issues

12. There are four primary issues in dispute.

Issue 1: Was RAADA entitled to terminate the Agreement?

13. Chalet contends that RAADA wrongfully repudiated the Agreement by cancelling the keynote address scheduled for 1 March 2026. RAADA denies this and contends that Chalet's interview comments breached clause 7.5 of the Agreement, thereby entitling RAADA to terminate.
14. Competitors should consider whether Chalet's statements criticising opera and ballet entitled RAADA to terminate the Agreement.

Issue 2: Is Chalet entitled to damages for the keynote address and social media posts?

15. Chalet claims damages of \$75,000 in respect of the keynote address and \$60,000 in respect of twelve social media posts.
16. RAADA denies liability on the basis that it validly terminated the Agreement.
17. Alternatively, RAADA contends that Chalet could not have attended Melbourne to deliver the speech because of the flight cancellations arising from the US–Iran conflict and that clause 10.1 excused performance.
18. RAADA also contends that the claim for damages in respect of the social media posts 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.
19. Competitors should address the principles governing damages for breach of contract, including causation and the assessment of loss where a supervening event would have prevented performance.
20. Competitors should also address the principles applicable to damages for a lost opportunity.

Issue 3: Did Chalet breach clause 7.5 of the Agreement?

21. RAADA claims that Chalet breached clause 7.5 of the Agreement by publicly describing opera and ballet as “outdated”, “boring”, “irrelevant” and “doomed”.

22. Chalet denies any breach on the basis that his comments did not refer to RAADA and were directed only to performing arts disciplines generally.
23. Competitors should consider the proper construction of clause 7.5 and whether the clause extends beyond statements directed specifically at RAADA to statements adversely affecting RAADA's commercial interests.

Issue 4: Quantum

24. RAADA claims damages of \$4.5 million, representing the loss of revenue associated with the withdrawal of approximately 50% of students enrolled in its opera and ballet programmes.
25. Chalet denies liability for those losses and contends that any such losses are too remote to be recoverable.
26. Competitors should address the principles governing causation and remoteness of contractual damages, including whether losses arising from student withdrawals were within the reasonable contemplation of the parties when entering the Agreement and whether the evidence establishes a sufficient causal connection between Chalet's comments and RAADA's alleged loss.