



Summary of Judgment

WORLD TOURING MELBOURNE LIMITED v AUSTRALIAN GRAND PRIX CORPORATION

[2024] VSC 521

30 August 2024

Today, the Trial Division of the Supreme Court (Croft J) ordered that the Australian Grand Prix Corporation ('AGPC' or 'the Defendant') pay a sum of \$2,840,000 in damages to World Touring Melbourne Limited ('WTM' or 'the Plaintiff') arising from the cancellation of the 2020 World Tour Melbourne concert.

The Plaintiff is a live music event promoter. On 9 January 2020, it entered into agreements with the Defendant and a co-promoter to facilitate a large-scale music event to be held at Lakeside Stadium, Albert Park in March 2020. The event was set to be held alongside, but separate to, the 2020 Formula 1 Australian Grand Prix.

The event was initially to comprise two concerts: the first on Friday 13 March 2020 headlined by Miley Cyrus, and the second on Saturday 14 March 2020 headlined by Robbie Williams. Miley Cyrus had cancelled her concert shortly before the event due to the Covid-19 pandemic. Hence, the parties agreed to continue with a single Robbie Williams concert to be held on 14 March 2020 ('the WTM concert').

The circumstances leading to the cancellation of the WTM concert were in issue. The Plaintiff's case was that the reason the WTM concert was cancelled was that Mr Andrew Westacott, then Chief Executive Officer of AGPC, represented to WTM that then Chief Health Officer of Victoria, Dr Brett Sutton, had directed that the WTM concert be cancelled. The Plaintiff submitted that on the evidence, no such direction was given, nor could it have been given at that time prior to the declaration of a state of emergency due to the pandemic. Hence, it argued that by representing otherwise, AGPC breached its contractual obligations to WTM, engaged in misleading or deceptive conduct in contravention of s 18 of the *Australian Consumer Law* and caused WTM significant loss and damage.¹

The defendant's case was that the Grand Prix and the WTM Concert were cancelled on the advice, rather than the direction, of Dr Sutton, then Chief Health Officer of Victoria. It argued that the phone and email communications between the AGPC and

¹ *Competition and Consumer Act 2010* (Cth) Sch 2.

Dr Sutton on 13 March 2020, when understood in context, evidenced Dr Sutton's advice to cancel both events.

The Court found that AGPC represented that both the 2020 Grand Prix and the WTM Concert had been cancelled because Dr Sutton, then Chief Health Officer of Victoria had directed that both events could not proceed and that this representation was likely to mislead or deceive. The Court found that WTM relied on the representation.

The Court also found that in an email sent to WTM at 4.25pm on Friday 13 March, AGPC made a further representation that the advice given by Dr Sutton, then Chief Health Officer of Victoria, extended to other activities in the area surrounding the Grand Prix, and that this advice must be followed. It was found that this representation was contrary to a text message from Dr Sutton earlier that day which said that the decision to cancel the WTM Concert was ultimately a matter for the organisers. The Court found that this representation by AGPC was likely to mislead or deceive and that WTM relied on the representation.

Additionally, the Court found that AGPC had breached different terms of a contract with WTM. The terms breached included a right on WTM to stage the event and a corresponding obligation on AGPC to allow it to do so, an obligation for AGPC to provide a venue to WTM that was fit for purpose, and an obligation to provide a copy of the written advice of the then Chief Health Officer of Victoria, Dr Sutton.

NOTE: This summary is necessarily incomplete. It is not intended as a substitute for the Court's reasons or to be used in any later consideration of the Court's reasons. The only authoritative pronouncement of the Court's reasons and conclusions is that contained in the published reasons for judgment.