

NOTICE OF FILING

Details of Filing

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File Title: KYLE DALTON SANDILANDS & ORS v COMMONWEALTH
BROADCASTING CORPORATION PTY LTD ACN 000 019 796
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Concise Statement

No. of 2026

Federal Court of Australia
District Registry: New South Wales
Division: General

KYLE DALTON SANDILANDS and others listed in the Schedule

Applicants

COMMONWEALTH BROADCASTING CORPORATION PTY LTD (ACN 000 019 796) and another listed in the Schedule

Respondents

Overview

1. On 18 March 2026 at about 12:03am, the First Respondent (**CBC**) purported to terminate the "**Broadcast Services Agreement**" between it and the Second Applicant (**Quasar**).
2. The First Applicant (**Mr Sandilands**), the Third Applicant (**Quasar IP**) and the Second Respondent (**ARN**) have rights and liabilities connected with the BSA by reason of, respectively, an "**Inducement Agreement**", a "**Trade Mark Sub-Licence Agreement**" and a "**Deed of Guarantee and Indemnity**".
3. The Applicants contend that the purported termination was invalid and of no effect.
4. The purported termination was premised on Mr Sandilands having committed an act of "**serious misconduct**" causing serious and imminent injury to the CBC's business that he was given a reasonable opportunity to remedy. Yet no "**serious misconduct**" within the meaning of the BSA was committed. Further and in any event, Mr Sandilands was denied a reasonable opportunity to remedy the "**serious and imminent injury**" that Mr Sandilands was alleged to have caused (the alleged refusal of his former co-presenter, Jacqueline Henderson, to "**ever present with [Mr Sandilands] again**") because CBC terminated the contract under which Ms Henderson would otherwise have been entitled and obliged to present with Mr Sandilands again (**Ms Henderson's BSA**).

Filed on behalf of (name & role of party)	Kyle Dalton Sandilands, First Applicant, Quasar Media Services Pty Ltd (ACN 672 323 830) as trustee for Quasar Media Services Trust (ABN 27 725 129 318), Second Applicant and Quasar Intellectual Property Pty Ltd, Third Applicant		
Prepared by (name of person/lawyer)	Kevin Lynch		
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5. Further or alternative, the Court should declare that the purported termination was invalid because it was purportedly done as part of a course of conduct that was, in all the circumstances, unconscionable within the meaning of s 21(1) of the Australian Consumer Law (in its application as a law of the Commonwealth).
6. Specifically, it was unconscionable in the relevant sense for CBC to, on the one hand, purport to require Quasar and Mr Sandilands to remedy the alleged refusal of Ms Henderson to “*ever present with [Mr Sandilands] again*” but, on the other, make such a remedy impossible or difficult by terminating Ms Henderson’s BSA.

The BSA and the TM Agreement

7. Pursuant to cl 2(a) of the BSA, Quasar was “*engaged*” to provide certain “*Program Services*” including the broadcast expertise of Mr Sandilands in connection with the “*The Kyle and Jackie O Show*” (a breakfast radio program for the radio station known as KIIS FM).
8. That engagement was for a Term of ten calendar years from and including 2025 to and including 2034 (unless varied or the BSA is terminated or otherwise ceases): see BSA cl 5.1 and the definitions of “*Term*”, “*Commencement Date*” and “*Expiry Date*” in cl 1.1.
9. Under the BSA, CBC is required to pay Quasar (amongst other things) a “*Fee*” of \$7.4M per annum (cl 12.1 and Sch 3), a “*CADA Consultancy Fee*” of \$200,000 per annum (cl 12.5 and item 18 of Sch 1), a “*Flight Allowance*” of \$120,000 per annum (item 12 of Sch 1) and “*Contra Airtime*” valued at \$500,000 per annum (item 12 of Sch 1).
10. Under the TM Agreement, CBC is required to pay Quasar IP sub-licence fees totalling \$2,000,000 per annum.
11. If the Term continues to the end of 2034, a total of more than \$85M will be required to be paid to Quasar or Quasar IP under the BSA or TM Agreement.

Significant terms of the BSA

12. Pursuant to cl 6(d) to the BSA, CBC “*acknowledge[d] the tone, style, voice and robust character with which [Mr Sandilands] has performed radio presenter services during his career*” and expressed a “*desire*” that Mr Sandilands would present in a “*robust character*”.
13. By cl 6(b) of the BSA, CBC agreed to provide a “*censor*” at all times to “*monitor all recordings of [Mr Sandilands] made in the course of the Program Services*”, to “*operate a 30-second delay for each broadcast*” and to “*Dump*” (that is, not broadcast) certain material including material that did not comply with the BSA.
14. By cl 5.5 of the BSA, CBC agreed that – despite anything to the contrary in the BSA and subject to a presently irrelevant condition – Quasar and Mr Sandilands would not be in breach of the BSA, nor shall CBC have any rights against Quasar or Mr Sandilands under

the BSA, arising out of any material prepared or presented by Mr Sandilands under the BSA unless four conditions were satisfied:

- (a) the material was actually publicly exploited under the BSA;
 - (b) Mr Sandilands had actual knowledge that the material would, or was likely to, breach a term of the BSA or give rise to a Claim;
 - (c) the aspect of the material that would, but for cl 5.5, breach the BSA or give rise to a Claim could not have been known by the Censor or the legal clearance personnel of the BSA privy to the material prior to its exploitation;
 - (d) the material was not material of the type referred to in clauses 17.1(j) or 17.1(k).
15. Clause 17.1(a)(ii) of the BSA empowered CBC to terminate the BSA immediately by notice in writing if Mr Sandilands “*commits an act of serious misconduct which affects or compromises the Program Services*” “*by causing serious and imminent injury to CBC’s business, having been given a reasonable opportunity by notice in writing referring specifically to [cl 17.1(a)] (not exceeding 14 days) to remedy same (where it is capable of being remedied)*”.
16. Clause 17(b) of the BSA empowers CBC to terminate the BSA if Quasar, including through actions of Mr Sandilands, commits a “*serious and persistent breach or non-observance of any of the terms of the [BSA], having been given written notice of the relevant breach and a reasonable opportunity (no exceeding 14 days) to remedy same (where it is capable of being remedied)*”.
17. Clause 17(m) provides that, notwithstanding anything else in the BSA, it will not be a breach of the BSA nor will CBC have a right to terminate the BSA under cl 17 where the provisions of clause 5.5 operate to relieve Quasar and/or Mr Sandilands of responsibility for material which may otherwise have given rise to a right to terminate.
18. Clause 2A(c) requires CBC to use its best endeavours to ensure Ms Henderson performs her services at all relevant times and cooperates with Quasar and Mr Sandilands to enable Quasar to perform the Program Services under the Agreement.

The Impugned Material and its context

19. The “*Kyle and Jackie O Show*” was a long-running breakfast radio program. It was high-energy and controversial involving the broadcast of (amongst other things) material that was irreverent and deliberately provocative, including using crude humour, ribald commentary and sexual innuendo. On occasions, the Show was confrontational. Banter and tension between Mr Sandilands and Ms Henderson was a central dynamic to the Show. Mr Sandilands generally performed the role of the dominant and abrasive

personality who was deliberately outrageous and often offensive, whilst Ms Henderson played a moderating role as a warmer and more emotionally attuned character.

20. On 20 February 2026, during a live broadcast of the Program, Mr Sandilands made on-air comments to Ms Henderson about her focus and phone use during the Show (**Impugned Material**). The exchange was congruent with the style, tone and nature of the Show and the robust character that CBC "*desired*". The Censor appointed by CBC monitored the Show in real time and elected not to Dump any of the content before it was publicly exploited. Both the KIIS Radio Group Content Director and the Chief Content Officer were monitoring the Show in real time and took no action.
21. Following 20 February 2026, Ms Henderson took leave and Mr Sandilands presented the Show alone.
22. On 24 February 2026, CBC's Chief Content Officer and Chief People Officer directed Mr Sandilands not to contact Ms Henderson.

The Purported Notification of Breach and Direction to Remedy

23. On 3 March 2026, CBC issued a document styled as "*Notification of Breach and Direction to Remedy*" (**Purported Notice**) to Quasar. The Purported Notice referred to the Impugned Material, asserted that Sandilands had "*commit[ed] an act of serious misconduct which affects or compromises the Program Services ... by causing serious and imminent injury to CBC's business*" and identified the asserted "*serious and imminent injury*" as "*Ms Henderson's refusal to ever present with [Mr Sandilands] again*". The Purported Notice purported to give notice in writing for the purposes of cl 17.1(a)(ii) of the BSA to remedy the Impugned Material within 14 days.
24. The Purported Notice also asserted that the Impugned Material constituted Quasar committing "*a serious or persistent breach or non-observance of*" the clauses 5.2, 5.3(a), 5.3(h) and 5.3(l), and purported to give notice in writing for the purposes of cl 17.1(b) of the BSA to remedy the same within 14 days.
25. On the same day that the Purported Notice was issued, CBC terminated Ms Henderson's contract, suspended Mr Sandilands and released an announcement to the **Australian Stock Exchange** referring to the issue of the Purported Notice. The Purported Notice directed the Applicants not to comment publicly, to keep matters confidential and to not contact anyone from CBC or ARN without prior written consent.
26. On 3 March 2026, ARN made an announcement to the ASX that it had issued Mr Sandilands the Notice.

The Purported Termination was invalid

27. At about 12:03am on 18 March 2026 (14 days and about 3 minutes after the Purported Notice was issued), CBC purported to terminate the “*Broadcast Services Agreement*” between it and Quasar.
28. That purported termination was invalid because the preconditions for enlivening the power to terminate in cl 17.1(a)(ii) or 17.1(b) of the BSA were not relevantly been satisfied.
29. As for cl 17.1(a)(ii):
 - (a) Mr Sandilands has not committed “*serious misconduct*” within the meaning of cl 17.1(a) of the BSA. Presentation of the Impugned Material did not constitute “*serious misconduct*” within the meaning of that sub-clause.
 - (b) The presentation of the Impugned Material did not cause “*serious and imminent injury*” to CBC’s business. Any injury arising from “*Ms Henderson’s refusal to ever present with [Mr Sandilands] again*” was caused by CBC’s decision to terminate Ms Henderson’s BSA and not by any conduct of Mr Sandilands.
 - (c) Mr Sandilands was not given a “*reasonable opportunity*” to remedy the alleged serious and imminent injury to CBC’s business (“*Ms Henderson’s refusal to ever present with [Mr Sandilands] again*”). Any opportunity that Mr Sandilands might otherwise have had to remedy that supposed injury was defeated by CBC’s decision to terminate Ms Henderson’s BSA.
30. As for cl 17.1(b):
 - (a) On no available view could the presentation of the Impugned Material (which occurred on a single occasion on a single day) constitute a “*persistent*” breach or non-observance of any of the terms of the BSA.
 - (b) The presentation of Impugned Material did not constitute a breach (let alone a serious breach) of any of the contractual provisions referred to in the Purported Notice:
 - (i) as to clause 5.2, that clause requires Quasar to ensure that Mr Sandilands complies with the specific obligations of the “*Role*” detailed in Item 7 of Schedule 1. The obligations identified in that item are of a general nature (such as working with Ms Henderson and the production team towards achieving the objective of providing an entertaining and enlivening Program) which were not on any available view breached by the presentation of the Impugned Material;
 - (ii) as to cl 5.3(a), that clause required Quasar to provide the Program Services “*diligently and faithfully*” and to the best of its knowledge and expertise. On no available view did the presentation of the Impugned Material breach that clause;

- (iii) as to cl 5.3(h), that clause requires Quasar to ensure it utilises the necessary skills, qualifications, expertise and experience to perform the Program Services. Again, on no available view did the presentation of the Impugned Material breach that obligation.
 - (iv) as to cl 5.3(l), that clause requires Quasar to use its “best endeavours” to achieve the Objectives (essentially, to provide an entertaining and enlivening Program). Again, there is no basis for any suggestion that Quasar breached that obligation.
- (c) Mr Sandilands was not given a “*reasonable opportunity*” to remedy the alleged breach or non-observance. Any opportunity that Mr Sandilands might otherwise have had to do so was defeated by CBC’s decision to terminate Ms Henderson’s BSA.
31. In any event, pursuant to cll 5.5 and 17.1(m) of the BSA, Quasar and Mr Sandilands are taken not to have been in breach of the BSA and CBC does not have any rights against Quasar (including any right to terminate) in relation to the Impugned Material because all of the conditions in cl 5.5 have not been satisfied.
32. Specifically:
- (a) Mr Sandilands did not have actual knowledge that the Impugned Material would, or was likely to, breach a term of the BSA or give rise to a Claim; and
 - (b) the Impugned Material is not material that could not have been known by the Censor or the legal clearance personnel of CBC privy to the Impugned Material prior to its exploitation.
33. In the premises, the Purported Termination was invalid and of no effect. The Court should make a declaration accordingly, order that the BSA and the TM Agreement be specifically performed and give Quasar and Quasar IP judgment in debt in relation to those payments required to be made under the BSA or the TM Agreement and not paid as at the date of judgment.

CBC have engaged in unconscionable conduct in contravention of s 21 of the ACL in connection with the purported termination

34. Further and in any event, the purported termination was done as part of a course of conduct that was, in all the circumstances, unconscionable within the meaning of s 21(1) of the Australian Consumer Law (in its application as a law of the Commonwealth) (**ACL**).
35. Specifically, it was unconscionable in the relevant sense for CBC to, on the one hand, purport to require Quasar and Mr Sandilands to remedy the alleged refusal of Ms Henderson to “*ever present with [Mr Sandilands] again*” but, on the other, make such a remedy impossible or difficult by terminating Ms Henderson’s BSA.

36. In the premises, the Court should declare pursuant to s 237 of the ACL that the purported termination is invalid whether or not it makes a declaration to like effect on the basis summarised 28 to 33 above. Further or in the alternative, it should award damages or compensation to the Applicants pursuant to s 236 or 237 of the ACL for economic and non-economic loss.

This concise statement was prepared by Scott Robertson SC and Philip Boncardo of counsel.

Certificate of lawyer

I, Kevin Lynch, certify to the Court that, in relation to the statement of claim filed on behalf of the Applicants, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 20 March 2026



Signed by Kevin Lynch

Lawyer for the Applicants

Schedule

No. of 2026

Federal Court of Australia
District Registry: New South Wales
Division: General

Applicants

Second Applicant: Quasar Media Services Pty Ltd (ACN 672 323 830) <ATF>
Quasar Media Services Trust
Third Applicant: Quasar Intellectual Property Pty Ltd

Respondents

Second Respondent: Australian Radio Network Pty Ltd (ACN 065 986 987)

Date: 20 March 2026