

Freedom of artistic expression is not sustained by principle alone – it requires structure. Agents and promoters play a central role in building that structure. Contracts are where values become enforceable commitments and where expectations are set clearly from the outset.

By negotiating and embedding clear terms around cancellation, public pressure and dispute resolution, promoters protect artistic independence and professional relationships alike. Preparedness does not escalate conflict – it prevents it.

**Model Clauses**

**Freedom of Expression Clause**

The parties affirm their commitment to the lawful exercise of artistic freedom. No cancellation, modification or withdrawal shall occur on the grounds of political, ideological or public pressure unrelated to the contractual performance.

**Force Majeure & Public Order Clause**

Cancellation or postponement shall only occur where there is a verified security risk, legal compulsion or mutually agreed operational reason. Protest, criticism or reputational concern alone shall not constitute a valid force majeure event.

**Reputation Management Clause**

In the event of public controversy, both parties agree to consult promptly and cooperate in managing communications. Neither party shall make public statements without prior discussion, except where legally required.

**Confidential Mediation Clause**

Any dispute arising from boycott or reputational pressure shall first be referred to confidential mediation via a mutually agreed intermediary, prior to public or legal escalation.

**Question**

- Does the contract include a clause protecting artistic freedom?
- Are cancellation grounds clearly defined?
- Who controls press and public statements?
- Are political boycotts addressed explicitly?
- Is mediation a first step before escalation?

**Why It Matters**

- Prevents arbitrary cancellation.
- Avoids misuse of “reputation” as justification.
- Keeps messaging consistent.
- Provides legal clarity.
- Keeps disputes private and resolvable.

***Note:** This document provides general guidance only. It does not constitute legal advice and should not be relied upon as such. You should always seek independent legal advice from a suitably qualified lawyer in your jurisdiction before taking, or deciding not to take, any action based on this information.*

**Reputational Risk Response Matrix**

This framework helps determine the level of threat and the appropriate response strategy.

| <b>Risk Level</b> | <b>Example Indicators</b>                                | <b>Immediate Action</b>                                | <b>Medium-Term Response</b>                                     |
|-------------------|--|--|---|
| <b>Low</b>        | A few negative comments or tweets                        | Monitor quietly; document                              | Prepare a neutral holding statement                             |
| <b>Medium</b>     | Open letter or online petition gains traction            | Alert artist, client team, and FITA                    | Coordinate communications with venue/festival                   |
| <b>High</b>       | Sponsor or partner expresses concern; major coverage     | Convene legal and PR advisors                          | Review security; issue factual statement                        |
| <b>Critical</b>   | Credible threats; mass campaign; legal or political risk | Contact police if needed; escalate to legal & PR teams | Engage FITA for emergency consultation and debrief after crisis |

The tone of your response should always match the risk level - not exceed it. Most crises are reputational, not legal; professionalism and consistency are the best defences.