Impact?
Coronavirus – What is the impact?

- Delays
- Labour
- Materials
- Site closures
What does the contract say?
What does the contract say?

The use of alternative suppliers or materials

Force majeure clauses

Extension of time clauses

Change

Termination/Suspension
Force Majeure

Contractual right not a doctrine

Is it defined?

Specified event beyond the parties control

What are the consequences?

Termination
Frustration/ Prevention

**IMPOSSIBLE** to perform the contract

Difficult to establish

**Can't use if:**
- You have already invoked a force majeure clause,
- There are other ways you can perform the contract (including at your expense),
- If you have been let down by a supplier or if it has simply become expensive for you to perform the contract.
Standard Form Contracts
Relevant Event = TIME

Relevant Matter = MONEY

Force Majeure = Relevant Event

No Definition
Is it a compensation event? → Early warning notices → Check Amendments
Other considerations
“exceptional circumstances”

“extreme urgency”

Guidance

• Public procurement without notice
• Alternatives
  • Call-offs
  • Permitted modifications
  • Light touch regime for health and social care
Other considerations

- Site security
- Supply chain delays
- Key personnel
- New contracts?
Practical Risk Management

- Audit your contracts
- Check insurance arrangements
- Conduct risk assessments - specific supply or labour factors
- Provide an updated or revised programme;
- Give early warnings
The BESA teams are here to support you with advice, practical solutions or to be sounding board.