Guidance For Claiming Force Majeure In Contracts
This guidance will help you to determine whether your organisation can pursue claiming Force Majeure in contracts.

This knowledge paper is supportive of Procurement professionals operating at operational level of the CIPS Global Standard

CIPS members can record one CPD hour
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At the current time there is no definitive decision as to whether the Coronavirus pandemic is able to be classified as an occurrence of Force Majeure.

Force Majeure is not an implied term so if there is no express term stating this clause, then there cannot be a claim against it.

Things to consider in relation as to whether you, as a procurement professional, and your organisation can have a claim for damages against your supplier should include:

- Do you have an express term for Force Majeure written in your contract or terms and conditions?
- If so, review the wording of the term. Does it specifically mention a pandemic or a global virus?
- Technically the virus is not unforeseen as it has been widely documented and measures put in place over the previous few months globally to try and mitigate its risk.

Ultimately the decision as to whether damages apply may in the future have to be made in a court of law if no agreement can be made between the suppliers and procurement professionals at this time.