



ELI

EUROPEAN
LAW
INSTITUTE

Европейски институт по право

Evropský právní institut

Europäisches Rechtsinstitut

Ευρωπαϊκό Ινστιτούτο Δικαίου

Institut européen du droit

Eiropas Tiesību institūts

Európai Jogi Intézet

Europees Rechtsinstituut

Instituto Europeu de Direito

Európsky právny inštitút

Euroopan oikeusinstituutti

Instituto Europeo de Derecho

Europæisk Retsinstitut

Euroopa Õigusinstituut

Istituto Europeo di Diritto

Europos teisės institutas

L-Istitut Ewropew d'war id-Dritt

Europejski Instytut Prawa

Institutul European de Drept

Evropski pravni institut

Europeiska rättsinstitutet

ELI Principles for the COVID-19 Crisis

Principle 13 FORCE MAJEURE AND HARDSHIP

- (1) Where performance of a contract is temporarily or definitively prevented directly or indirectly due to the COVID-19 outbreak or States' decisions taken in relation to the COVID-19 outbreak, States should ensure that existing law on impossibility or *force majeure* applies in an effective way, and provides reasonable solutions. In particular, the contractual allocation of risk in these instances should be evaluated in the light of existing contracts, background legal regimes and the principle of good faith.
- (2) Where, as a consequence of the COVID-19 crisis and the measures taken during the pandemic, performance has become excessively difficult (hardship principle), including where the cost of performance has risen significantly, States should ensure that, in accordance with the principle of good faith, parties enter into renegotiations even if this has not been provided for in a contract or in existing legislation.
- (3) In conformity with the principle of solidarity, States should ensure that the consequences of the disruption of contractual relationships, such as the cancellation of travel arrangements, should not be at the sole risk of one party, in particular of a consumer or SME.