



*COVID-19 is
beyond your
control but is it
Force Majeure?*



COVID-19, Contractual Obligations & Force Majeure

with Heather Devine

Tuesday, April 28, 2020

Live webinar with chat

includes 60 day replay*

9:00 am – 10:30 am (Pacific)

10:00 am – 11:30 am (Mountain)

11:00 am – 12:30 pm (Central)

12:00 pm – 1:30 pm (Eastern)

1:00 pm – 2:30 pm (Atlantic)

1:30 pm – 3:00 pm (Newfoundland)

**This program features real-time audio of the presenter with synchronized presentation slides, and a chat feature that allows for live Q & A. SK attendees please verify whether you align with Central (MB) or Mountain (AB) time based on season and location.*

WHO SHOULD ATTEND

All lawyers who draft contracts, and advise clients on their contractual rights and obligations, should attend this program.

ABOUT THE PROGRAM

Canada is facing an unprecedented economic slowdown as a result of the COVID-19 pandemic. As borders close, businesses shutter, and supply chains are disrupted, many lawyers are fielding daily, sometimes hourly, calls from anxious clients unable to fulfil their contractual obligations. From commercial leases to manufacturing targets to service agreements, businesses and individuals are all asking the same questions. Can I rely on the *Force Majeure* provision in my contract to excuse performance? What if my contract doesn't have a *Force Majeure* clause? In this timely, highly practical webinar, experienced commercial litigator Heather Devine explains *Force Majeure* as a contractual tool, and the availability of the common law doctrine of frustration where no *Force Majeure* language exists. Don't miss this important refresher on the defences of *Force Majeure* and frustration, with discussion of specific COVID-19 related considerations.

SCHEDULE (Eastern)

12:00 pm - 1:30 pm

Welcome and Introduction

Can a party be excused from its contractual obligations because of COVID-19?

Force Majeure

- What is an act or event of *Force Majeure*?
- Does the contract have a *Force Majeure* clause?
- Is COVID-19 included in the *Force Majeure* clause?
- What if the *Force Majeure* clause is very broad?
- What if the *Force Majeure* clause is specific and doesn't include Pandemics? Can you look elsewhere?
- What impact must COVID-19 have on the party invoking the *Force Majeure* clause?
 - Was the pandemic really to blame?
 - Was a pandemic foreseeable?
 - Is performance impossible?
 - Has the party mitigated its losses?
- Should the party invoking the clause declare a *Force Majeure* event? What is the result?

Frustration of Contract

- What is the doctrine of frustration?
- What must the party seeking to rely on frustration establish?
- What is the result of a successful frustration claim?

What to Include in Contracts Going Forward

Program Wrap-up and Evaluation

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MEET YOUR PRESENTER



Heather Devine is a Partner in the Toronto office of Alexander Holburn Beaudin + Lang LLP, and one of Canada's leading Defence lawyers and Advocates. A 'fixer' in the field of commercial litigation for businesses and insurers, she develops and implements the strategy, budgeting and case management of complex litigation for private and public, national and international clients. As a commercial litigator, Heather has defended product liability claims regarding pipes, medical devices, lighting fixtures, and transformers and aerospace materials. She has also litigated claims involving property management issues, condominium law and commercial tenancy. Heather has appeared in all levels of Provincial and Federal Courts, in Ontario, Nova Scotia and Alberta. In 2009, Heather learned to fly engine planes. Her love and admiration of aviation led her to an interest in Transportation law. Since 2013, Heather has been included in the peer reviewed publication *Best Lawyers® in Canada* for Transportation Law. She advises brokers, freight forwarders, carriers, 3PLs and 4PLs on all aspects of supply chain logistics and the movement of goods locally and internationally. Most recently, Heather expanded her focus to assist clients with contracts and agreements to minimize their risk. She 'Canadianized' the TIA shipper-broker, broker-carrier agreements as part of her work on the Transportation Intermediaries Association Contract Committee. Heather is a frequent writer and presenter on transportation and other legal topics, and is the 2019-2020 President of the Canadian Transportation Lawyers Association.



ON: *This program contains 1.5 Substantive hours.*

BC: *This program has been approved for 1.5 CPD hours.*

SK & NB: *CPD application is pending.*

Lawyers in other mandatory CPD jurisdictions may count their attendance towards their CPD requirement/plan. Seminar Partners is an Accredited Provider of Professionalism Content by the Law Society of Ontario and a pre-approved CPD Provider of the Law Society of British Columbia.

✓ **Yes, I want to attend COVID-19, Contractual Obligations & Force Majeure**

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* Materials will be distributed electronically in advance. Live webinars feature real-time audio of the presenter with synchronized presentation slides, and a chat feature that allows for live questions and verbal responses by the presenter. The recording of the webinar is available for 60 days.

REGISTRATION FEE:

On or before April 22, 2020: \$140.00 + \$18.20 (13%) HST* = \$158.20 - Save \$25.00!

After April 22, 2020: \$165.00 + \$21.45 (13%) HST* = \$186.45

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