

# > Can COVID-19 be classified as Force Majeure in South Africa?

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By ASHRAF BOOLEY AND CONRAD POTBERG, Published in COVID-19 Contract Law

The 23rd of March will forever be etched in the minds of South Africans. The President of the Republic of South Africa, Cyril Ramaphosa, declared a 21-day national lockdown effective from midnight on Thursday, 26 March 2020 to Thursday, 16 April 2020 to curb the spread of the coronavirus. The question is, to what extent can COVID-19 be declared force majeure in a South African legal context? Force majeure – Irresistible force, unforeseen and external.



Booley



Potberg

Generally, the insertion of a force majeure clause covers instances where a contracting party would find it physically impossible to perform his/her obligations. Force majeure refers to a clause that is included in contracts to remove liability for natural and unavoidable catastrophes that interrupt the expected course of events and prevent participants from fulfilling obligations. It also encompasses human actions, such as armed conflict. However, force majeure would also find application where government either introduces new legislation, or through government action

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