CONCEPT

Force Majeure and Hardship Clauses: Contract Disruption, Notices and Claims

3 – 7 May 2027
London - Central London four-star



Force Majeure and Hardship Clauses: Contract Disruption, Notices and Claims

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Introduction:

Pandemics, sanctions, port closures, grid failures and sudden tariff changes keep exposing force majeure and hardship clauses that were copied from old templates, with vague event lists, missed notice windows and no route to renegotiate. This Core Concept course equips in-house counsel and contract managers to judge whether a disruption excuses performance, to serve and answer notices that hold up, and to redraft excuse provisions that allocate supervening-event risk deliberately. Participants produce a Force Majeure Notice, Counterparty Response and Clause Redraft Pack for a case disruption.

Course Objectives:

- Test a disruption against force majeure elements such as control, foreseeability, avoidability and causation under civil law and common law approaches
- Draft force majeure definitions, presumed event lists, catch-all wording and carve-outs that reflect the commercial risk split
- Prepare and answer force majeure notices that meet time bars, evidence duties and mitigation expectations
- Structure hardship, change-in-law and change-in-circumstances provisions with renegotiation, adaptation and exit routes
- Evaluate suspension, prolonged-event termination and frustration or impossibility arguments in energy, joint venture and supply chains
- Assemble a Force Majeure Notice, Counterparty Response and Clause Redraft Pack for a live or case disruption

Target Audience:

- In-house counsel who advise on excuse-of-performance claims and supervening-event risk
- Contract managers who administer notices, time bars and claim records during a disruption
- Commercial managers who renegotiate price, volume or schedule after a market or regulatory shock
- Procurement and supply chain leads who handle supplier non-delivery and allocation of scarce output
- Joint venture and partnership managers who answer partner invocations of excusing events

Course Outline:

Day 1: Supervening Events, Excuse Doctrines and Current Clause Audit

- Force Majeure Elements: Externality, Unforeseeability and Irresistibility Tests
- Common Law Position: No Default Excuse Without an Express Clause
- Frustration Doctrine: Radical Change Test, Supervening Illegality and Frustrated Purpose
- Impossibility and Commercial Impracticability Compared with Mere Cost Increase
- Existing Force Majeure Clause Audit Grid for a Contract Portfolio

Day 2: ICC and UNIDROIT Models for Force Majeure and Hardship

- ICC Force Majeure Clause: Long Form, Short Form and Presumed Event List
- ICC Hardship Clause: Equilibrium Disruption, Renegotiation and Adaptation
- UNIDROIT Principles Hardship Articles: Renegotiation Duty and Tribunal Adaptation
- UNIDROIT Principles Force Majeure Article: Impediment, Notice and Temporary Effect
- Model Clause Gap Analysis Against Bespoke Excuse Wording

Day 3: Invoking, Notifying and Evidencing an Excusing Event

- Causation Chain Mapping from Triggering Event to Non-Performance
- Force Majeure Notice Content, Timing and Condition-Precedent Time Bars
- Mitigation Duty Log: Alternative Sourcing, Workarounds and Cost Records
- Evidence File: Official Declarations, Supplier Letters and Operational Data
- Counterparty Reservation-of-Rights Reply and Dispute of Invocation

Day 4: Hardship, Change in Law and Contested Disruption Cases

- Change-in-Law Clause Design: Qualifying Change, Cost Pass-Through and Thresholds
- Price Reopener and Economic Rebalancing Mechanisms for Long-Term Supply
- Suspension, Prolonged-Event Termination Rights and Allocation of Reduced Output
- Force Majeure in Energy Supply, Joint Venture and Offtake Chains: Back-to-Back Relief
- Pandemic and Sanctions Disputes: Lessons from Tribunal and Court Reasoning

Day 5: Case Study: Disruption Notice, Response and Clause Redraft Pack

- Case File: Port Closure Disrupting a Multi-Tier Supply and Processing Chain
- Force Majeure Notice Drafting with Causation, Mitigation and Evidence Annexes
- Counterparty Response Drafting and Claims Position Paper
- Force Majeure and Hardship Clause Redraft with Negotiation Rationale
- Pack Defence Before a Peer Counsel Panel

Skills You Will Gain:

- Excusing Event Analysis
- Supervening Event Risk Allocation
- Force Majeure Notice Drafting
- Time Bar Management
- Mitigation Evidence Building
- Hardship Renegotiation Strategy
- Change-in-Law Clause Design
- Disruption Claims Assessment

Why Attend This Course:

- Take back a Force Majeure Notice, Counterparty Response and Clause Redraft Pack tested on a case disruption
- Decide within days, not months, whether a disruption supports relief, a renegotiation request or neither
- Replace template excuse wording with clauses that state who carries which supervening-event risk
- Compare how counsel and contract managers from trading, energy, manufacturing and logistics handle invocations

Conclusion:

Disruptions test contract wording faster than any negotiation. The course moves from the elements of force majeure and the frustration and impossibility doctrines, through the ICC and UNIDROIT model provisions, to causation, notices, time bars, mitigation and evidence, and then to hardship, change-in-law, suspension and termination in energy, joint venture and supply chains. The final day applies this to a port closure case and produces a notice, response and clause redraft pack ready for internal review. The course covers general principles and is not legal advice.