

## Andreas Dracoulis, Jonathan Morton in *Offshore Magazine*: COVID-19 and its Impact on Offshore Construction

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Although the disruption caused by the COVID-19 pandemic has started to ease in some parts of the world, associated legal and practical issues are emerging at the same time. Offshore projects are being delayed or postponed indefinitely and companies along the supply chain are facing substantial difficulties.

As the recent wave of legal notes and briefings relating to Force Majeure (FM) under English Law have all made clear, there is no set definition of FM in this legal system. In other jurisdictions, such as France or China, the concept could be implied into the contract without being expressly mentioned. Things will therefore turn, as is so often the case, on the precise wording of the relevant contract and the applicable law. Under English Law, the difference between the standard wording in two of the most commonly used forms makes this point clear:

The standard form LOGIC contracts, including the recent 2018 General Conditions of Contract for Offshore Decommissioning, all contain an exhaustive list of possible FM events which does not include 'pandemic' or anything relating to illness and disease. As such, unless the wording has been amended, COVID-19 and its consequences will not be sufficient to trigger this clause (subject, however, to the change in law provision dealt with further below).

Excerpted from *Offshore Magazine*. To read the full article, click [here](#).