Corona and UAV 2005 contract

Relevant clauses and points of attention

1. Safety

The contractor ensures safety on the site. Subsequently, he is also responsible for safety measures in connection with corona (§12 UAV-GC).

- Implementing adequate safety measures on building sites

2. Restricting government regulations

The contractor has to comply with and implement these regulations. If these regulations are new and involve additional costs, the contractor is entitled to additional payment (§44 paragraph 1 under a in conjunction with §11 paragraph 3 UAV-GC).

- Monitoring which regulations apply within the project concerned
- As far as new regulations will lead to additional costs, provide the client with written requests for additional payments.

3. Additional costs and extension

Additional costs due to corona (examples are extra safety measures, hiring of staff, stagnation) and extension may possibly – depending on the case – be charged to the client for reasons of unforeseen circumstances (§44 lid 1 sub c).

- Written and substantiated claim for reimbursement of costs and request for extension of term to the client
- Document the impact of the corona outbreak on this project; what is not possible now, and why? Which obligations / activities are affected?
- What costs and stagnation are the result?
- Document which measures are taken to limit the damage.

4. Amendment of agreement

In the event of unforeseen circumstances (Section 6:258 subsection 2 DCC); the current pandemic will possibly be regarded as an unforeseen circumstance that is a ground for amendment of the agreement.

5. Termination of agreement

If the contractor will not perform the agreement as a result of a circumstance that cannot be attributed to him (Section 7:756 (2) DCC). For example if entire teams were to be forced to stop working due to illness.
6. Reasonableness and fairness

✓ Consider reasonable solution that is in the interest of both parties, who have both not counted on this situation.

Questions or contact?

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