**NAME: KUNDE SHARON SEPINEN**

**DEPARTMENT: CIVIL ENGINEERING**

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**QUESTION 2**

**Force Majeure** is a common clause in contract that essentially frees both parties for liability or obligation when an extraordinary event or circumstance beyond the control of the parties such as war, crime, strike, riot epidemic, pandemic or an event which is described the legal term *act of* *God* prevents one both parties involved in a contract from fulfilling their obligations under the contract. In practice, most **force majeure** clauses do not excuse a party’s non-performance entirely, but only suspend it for the duration of the **force majeure.**

**Force majeure** is generally not intended to include occurrences beyond the reasonable control of a party, and therefore would not cover;

* Effects of such a party to perform its obligations.
* Any result of the unusual and natural consequences of external forces.

As a civil Engineer, **Force Majeure** can be applied in situations where;

* There is a contract between a civil Engineer and an individual to construct a building and a specific time was estimated for completion and a natural disaster like earth quake or flood occurs, obviously this type of delay lies beyond the reasonable control of all parties.
* Also if there was a contract between a civil Engineer and an organization to rehabilitate an establishment with an estimated start and completion date stated in the contract and in the process the engineer becomes critically ill then this is beyond the control of both parties.