



COVID-19 AND CONTRACT RELATIONS – A GENDER PERSPECTIVE

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Introduction

- The outbreak of COVID-19 and its impact on contract relations in general
- Main questions:
 - What are the legal consequences of non-execution?
 - Under what conditions the debtor should be released from an obligation he could not perform?
 - When it comes to contract relations, who has been more affected by the COVID-19 pandemic, men or women?

Women, gender Equality and Covid-19

- Job losses during Covid-19 pandemic - women lost jobs more than men.
 - Female-dominated occupations were more affected by the pandemic;
 - Telecommuting - men are more likely to be employed in jobs that easily allow telecommuting;
 - Women-owned small businesses are especially vulnerable.
- Increased need for child care
 - Closing of schools and kindergartens;
 - Social distancing;
 - Particularly severe challenges for single parents - women are more likely to head single-parent families than men;
 - Women, on the average, spend more time in caring for children and other household duties than men do.
- Higher percentage of women working as medical and other care workers.

Impossibility doctrine

- Impossibility to perform contract obligations due to Covid-19 pandemic and state-imposed measures
 - Who bears responsibility for the impossibility to perform?
 - Impossibility to perform has to be subsequent;
 - Partial or complete impossibility to perform;
 - Absolute or so-called practical impossibility;
 - Temporary or permanent impossibility;
 - Objective or subjective impossibility.

Termination or revision of the contract due to changed circumstances

- The impact of a pandemic on the effects of a contract does not come down to only the impossibility to perform. It's even more likely that COVID-19 would only make it more difficult for the debtor to fulfil its obligation (or would call into question the achievement of the purpose of the contract). We will briefly present the conditions usually prescribed in the mentioned legal systems as qualities which a specific circumstance must fulfil in order to be considered changed, but in the context of the COVID-19 pandemic.
 1. in order to be changed, a circumstance must be "new" - it must arise after the moment of contract conclusion;
 2. the "new" circumstance must be such to make it more difficult for a party to fulfill a contractual obligation;
 3. the “new” circumstance should be unpredictable or at least such that the contracting party was not obliged to take it into account at the time of concluding the contract;
 4. it is indisputable that COVID-19 is a circumstance that could not have been avoided or overcome.

Conclusion

- It could be concluded that the outbreak of the COVID-19 pandemic indisputably affected contract relations in general, regardless of the fact whether women or men were in the role of the contracting parties. In some cases, the impact of the pandemic and state-imposed measures has been such that it made the fulfillment of certain contractual obligations impossible, while in other cases, even though the fulfillment of obligations was possible, it had become much more difficult or the achievement of the goals for which the contract was concluded had been frustrated - in both cases for at least one contracting party.
- However, the presence of certain circumstances indicates that contract relations are more affected by the COVID-19 pandemic when it comes to women as contractual parties.