

The Zika Virus and Meetings

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Q: We have a meeting this fall in Puerto Rico, and we're concerned about the impact of the Zika virus. What should we do?

A: Any group planning a meeting in an area where locally acquired cases of the Zika virus have been reported or are suspected should, at a minimum, check with the Centers for Disease Control and Prevention (www.cdc.gov) to get the latest information and advice. The group also should notify its attendees of the potential for exposure to Zika, direct them where to go for more information and let them know that they should make their own decisions about attending the meeting. Be careful not to assume responsibility or liability by trying to tell members and other attendees about the appropriate issues or safeguards they should consider.

In addition, a group with a meeting in a potential Zika zone should immediately review its hotel and related contracts to see what, if anything, it can do to minimize its liability/damages in the event there is substantial attrition or the group decides to cancel the meeting. A decision to move, and potentially cancel, a meeting can have significant member relations and financial implications. Thus, it is important that the group's leadership, not just its staff, participate in the decision-making process.

When dealing with any

potential hotel cancellation or attrition situation, timing is critical. In general, it is much easier and more practical to cancel a meeting (or make changes in the room block or some other part of the meeting contract) multiple years in advance. One of the many challenges in dealing with the Zika virus is that its potential impact on North, Central and South American meetings has been a relatively recent phenomenon. Groups weren't talking a year or more ago about the need to cancel or move meetings taking place now, or relatively soon, because of the Zika virus. The reality is that trying to cancel several weeks out rather than several years may be quite difficult.

That said, check the "force majeure" provision of the group's contract to consider whether it may allow for termination of the agreement without penalty. Some force majeure language may provide the group the right to terminate because of concerns about exposure to the Zika virus (e.g., where the provision grants a party the right to terminate if it is "impractical" to hold the meeting). On the other hand, force majeure clauses that only allow for termination in the event it is "impossible" or "illegal" to hold the meeting may not be helpful. It is unlikely that the current Zika situation would meet the standard of being illegal or impossible to hold the meeting.


Even if force majeure is not in play, the hotel contract may

still provide some potential relief. For example, the group should look at the cancellation provisions to determine whether it can pay a lesser amount of damages if it cancels before a certain date. It also should review the attrition language to determine whether it has an opportunity to reduce its room block and, thus, limit attrition penalties if the Zika virus will likely lead to significantly lower attendance or force the group to cancel the meeting altogether.

Armed with the knowledge of its contractual rights, the group should promptly make a decision with respect to going forward and, if appropriate, start working with the hotel and other vendors on potential remedial plans. Some hotels might be willing to work with the group to relocate the meeting to another property that they own or manage (presumably, one not located in an area currently exposed to Zika). Or the hotel might allow the group to rebook for a later date. Of course, the problem with the rebooking solution is that it is unclear when, if at all, the Zika virus will no longer be an issue or when there might be a vaccine.

Any group that has purchased cancellation insurance should determine whether that insurance will cover cancellation associated with a Zika outbreak. Regardless, the group should undertake the appropriate financial due diligence. Not only should it determine whether it can afford any

potential cancellation penalty under the hotel contract, but it also should determine whether it can afford the lost revenue if it needs to skip, rather than move, the meeting because it is too late to find an alternate location.

There's no question that travelers will be hesitant to attend meetings where there are known locally acquired cases of the Zika virus. Thus, it is important to let members and other attendees, such as exhibitors, guests, speakers, etc., know that the group is concerned about their well-being and is taking all reasonable and appropriate steps to do what it can to minimize the risk to them and the potential damage to the group. 

The answers provided here should not be construed as legal advice or a legal opinion. Consult a lawyer concerning your specific situation or legal questions.