COVID-19, PANDEMIC AND THE EFFECTS of "FORCE MAJEURE" EVENTS ON CONTRACTS IN ITALY AND ABROAD

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While the primary interest for all of us remains the health of the population, over the past three weeks our office has been inundated by concerned calls, messages, and emails from clients and readers who feel deep worry about the economic implications and consequences of the Italian (and progressively global) shutdown.

The effects of the current emergency situation, due to the rapid spread of Covid-19 on the nation, and the consequent adoption by the Italian Government of more and more restrictive measures is leading to and certainly will create very important problems for national and international businesses operating in Italy[1]. We are currently facing a total quarantine, without the possibility of leaving our houses except for documented and permitted necessities, the ban of all domestic travel, the suspension of every "non-essential" business in Italy at least until April 12, (excluding supermarkets, pharmacies, postal and banking services, and essential public services including transport), forcing businesses deemed "non-essential" into a sudden and traumatic shut-down, requiring them to keep their employees at home to protect their health and to limit the possibility of the virus's swift spread as during the month of March.

But even companies not directly blocked by the suspension measures (and whose employees can work from home) still suffer the consequences of being restricted from most of their clients, who are also under the shutdown restrictions.

It remains unclear how long the ban will remain in effect.

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[1] *Brief summary of the most important measures enacted by the Government:*

- 23/2/2020 - (Law Decree no. 6 of 23/2/2020) "urgent measures for the containment and management of the epidemiological emergency from COVID-19".

- 02/03/2020 (Law Decree no. 9 of 02/03/2020) "urgent support measures for families, workers and businesses related to the epidemiological emergency from COVID-19".

- 04/03/2020, 8/03/2020, 9/03/2020 and in particular the **Decree of the President of the Council of Ministers dated 11/03/2020** with further provisions covering urgent measures regarding the containment and management of the epidemiological emergency from COVID-19, applicable on the entire national territory **(closing of schools and all shops, with exception of grocery stores, supermarkets, pharmacies and other stores for essential goods).**

- 17/03/2020 (Law Decree n. 18 - "Cura Italia") "measures to strengthen the National Health Service and economic support for families, workers and businesses connected to the epidemiological emergency caused by COVID-19".

- 23/03/2020 (Law Decree no. 6 of 23/2/2020) "further implementing provisions of the containing urgent measures regarding the containment and management of the epidemiological emergency from COVID-19, applicable on the whole national territory (Industrial production and commercial activities are suspended till 3/04/2020, with the exception of those indicated in Annex 1 of the decree herewith enclosed)".

As noted by the Harvard Business Review, "*Within this very short time period, the country has been hit by nothing short of a tsunami of unprecedented force, punctuated by an incessant stream of deaths. It is unquestionably Italy's biggest crisis since World War II."*[2]

Many companies will soon be unable to pay for orders they placed months ago, along with their contractual obligations such as the payment of rent. In such scenarios, the question in everyone's minds is:

Can my company suspend performance of a contract (or terminate the agreement altogether) because of the impact of Covid-19 on our business activity?

The Government forced us to close our factory and we cannot complete the order that we are expected to ship at the end of the month. What can we do?

My shop has been closed since March 5th. Do I have to pay the rent?

Do we have to pay the "scuola materna" fees for the pre-K and kindergarden, since the schools have been closed since March 5th and will remain closed for some time to come?

What are the legal remedies available, to justify delays in the fulfillment of our obligation in case of an expected event?

So, in general**,** what are the legal remedies available to businesses to justify delays, to seek adjustments of economic terms, or to invoke a simple termination of their contractual obligations? What are the consequences of this event for the other party (the one that has already paid for the product or service that will not be provided)? Can he claim damages? Can he be considered free from the contract?

First of all, it is necessary to check whether the contract includes a "force majeure" clause; that is, a specific contractual provision that, as we will see better hereinafter, governs the cases of "unforeseeable, extraordinary and exceptional events" such as a earthquake, flood, or - like today - a pandemic.

Does your contract provide a clause of "forza maggiore", "force majeure", or impossibility to perform due to unforeseeable events*?*

It is not uncommon to find such a clause, particularly in the context of international sales contracts. If the contract regulates this type of event, then it is likely that the contract will provide the answer to our questions.

If such a clause is not present, in case of an international contract of sale, it is necessary to verify which law governs the contract and the specific case. We will discuss this scenario in the second part of this analysis.

In the context of national sales, or if the contract is governed by the Italian law, one of the fundamental principles of civil law is "*pacta sunt servanda"*: parties must collaborate on good faith to punctually fulfill their contractual obligations.

However, there exist cases of exceptional circumstances, where an **unpredictable and irresistible impediment** (strike, war, earthquake, terrorism, government decisions) beyond the control of the parties involved renders the performance of a given contract impossible (in Italian known as "*impossibilità sopravvenuta*"). In other cases, because of an unforeseeable event, although the obligation is still technically possible, it is economically unbearable *("eccessiva onerosità sopravvenuta")*.

[2] https://hbr.org/2020/03/lessons-from-italys-response-to-coronavirus

In light of these principles, the pandemic - and more importantly, the measures taken by the Italian government to limit the spread of the virus - may be considered an **unpredictable and irresistible impediment** *that makes the contractual performance objectively impossible* or could cause an inevitable delay in the fulfillment of the obligation.

If the contract does not provide specific provisions for the case of impossibility to perform the obligations, the Italian Civil Code specifically regulates the consequence of such non-fulfillment or delay.

Art. 1218 of the Civil Code, provides that *"in case of delay or impossibility to provide the service or the good, that company must prove that the non-fulfillment or delay of the performance was caused by an event not imputable to that party.*

Art. 1256 of the Civil Code states that "*the obligation is terminated when, for reasons not attributable to the party, the service becomes impossible".*

In the Italian legal system, the principle of *"forza maggiore"* ("*force majeure")* is not expressly defined, whereas art. 1467 of the Civil Code simply refers to "extraordinary and unforeseeable events" that make the obligation impossible to be fulfilled. The definition of FORCE MAJEURE as an event that justifies the termination of the contract, without liability of the party, is mainly the result of legal interpretation and the decisions of the Italian Supreme Court of Cassation.

According to the Supreme Court, a party that wants to prove that they cannot fulfill their obligation because of a*"causa di forza maggiore"* (an extraordinary event that justifies the impossibility to fulfill the obligation) must prove that the fulfillment of his obligation

1) has been prevented, impeded or hindered by **an event that is beyond his reasonable control;**

2) that the event was **unforeseeable** at the beginning of the relationship;

3) that the affected party must have taken **all reasonable steps to seek to avoid or mitigate the event** or its consequences; and finally

4) that such impossible situation must be the result of circumstances other than that party's **negligence or willful misconduct**.

When all these criteria are met, we can speak of a "FORCE MAJEURE" event *("causa di forza maggiore")* that affected one party's ability to perform their obligation. *Force majeure* can be therefore defined *as an uncontrollable, unforeseeable event that keeps one party from fulfilling a contractual agreement while being legally excused for it.*

Under these conditions, it seems reasonable to say that the decision of the Government to shut down all non-essential business activities to prevent the spread of COVID 19 is an **unforeseeable** restrictive measure that is making **impossible,** for many companies, to complete their order or to complete it on time (**for reasons beyond the control of the person**). And therefore the companies affected by these restrictive measures (also known as "*Factum Principis,*" or the act of the Authority) are likely to be able to prove that, as a consequence of *force majeure* event *(una causa di forza maggiore)*, they will not be able to comply with the contractual obligation, and they will not be responsible for the delay or the damages that the other party might claim.

However, if the consequence of this event will be the termination of the contract, if that party that has already received a sum in consideration of the expected performance, they must restitute that sum.

If, on the other hand, the impossibility caused by the *force majeure* event or by the *"factum principis"* **is only temporary (art. 1256),** then the party is not responsible for the delay, but they are expected to fulfill their obligation "as soon as possible," in fulfillment of the original agreement.

However, "time" is very often "of the essence" in supply agreements, and even if the party **will not be liable for failing to meet the deadline**, the other party may no longer be interested in receiving the

service or the products. In this case, the latter party can request, pursuant to art. 1256, the termination of the contract, and can lawfully refuse to receive the belated service or product.

Finally, **if the impossibility of one obligation is only partial,** according to art. 1464, the other party will be entitled to request a renegotiation of the obligation (such as a reduction of the price) or can withdraw from the contract, if he has no "appreciable interest" in partial performance.

It must be clarified that the existence of a *force majeure* that impedes the proper execution of the contract **is NOT "automatically" a valid excuse** to terminate a contract or to be free from the contractual liabilities, but the party that wishes to take advantage of this situation must prove that the *force majeure* event really took place, and that that event had a direct consequence and directly affected the ability of the party to perform their obligation.

For companies operating in international markets, it won't be always easy to prove that a *force majeure* event impacted their ability to fulfill their obligation. They will likely need valid documentation certifying the existence of *force majeure* that affected the fulfillment of their obligations. Without such documentation, they would be in a position to bear the termination of contracts, with payment of penalties and inability to recover the costs of the orders submitted. For all these reasons, the **Italian Ministry of Economic Development (MISE)** with a formal note 0088612 released on March 25, 2020[3] authorized the Chambers of Commerce to issue certificates of the existence of *force majeure* situation, caused by the Covid-19 emergency[4].

The certification that will be provided by this public entity, upon authorization of the Government itself, will offer to the other company an objective and official description of the extreme (and definitely unforeseeable) measures taken by the government to face this emergency, and will ease the obligation of the company to prove that - because of this unpredictable situation - they were unable to fulfill their obligation and were not considered responsible, for instance, for the delay or for the cancellation of an order.

Prior to this document of the Ministry of the Development, the Legal Decree also enacted by our Government, on March 17 (Law Decree 19/2020) also known as **"CURA ITALIA," under Article 91**, takes in consideration of the effects of the forced shutdown, formally acknowledging a "legal justification" to Italian companies for the possible delays or impossibility to perform the contractual obligations.

In this legislative act of the Government, it is expressly provided that

"*the compliance with the containment measures set out in this decree **shall always be taken into account** for the purpose of **excluding the liability** of the debtor, pursuant to articles 1218 and 1223 of the Italian Civil Code, also in relation to the application of any forfeiture or penalties connected with the **delayed or failed performance of the obligations"***

Art. 91 is particularly important, in my opinion, not only in the case of the performance of national agreements, but also in the international arena, where a foreign company is waiting to receive a product or a service from an Italian company negatively impacted by the shutdown. In this scenario, the burden of proof of the Italian company will be lightened by the fact that the Government itself has acknowledged the existence of "extraordinary and unforeseeable" events (i.e. a governmental containment measure issued by Public Authorities) that affected the ability of the party to properly perform his obligations.

BUSINESS RENTAL AGREEMENTS

And issues relative to PRIVATE SCHOOL FEES (*PRE-K AND KINDERGARTENS*)

[3] (LINK:www.as.camcom.it/sites/default/files/contenuto_redazione/notizie/file/circolare_mise_n_0088612_25-03-2020.pdf)
[4] (LINK to the form: www.as.camcom.it/sites/default/files/contenuto_redazione/notizie/file/declaration_outbreak_covid-19_-_italy_25032020.pdf

If a shop or a business activity (for instance, a retail shop, a gym, a bar, a hair salon) were forced to "stay closed" and to keep all its employees at home (*because of the governmental order to close all the non-essential business activity),* ***is the tenant expected to keep on paying the rent to the owner of the venue?***

The Government closed every public and private schools to limit the spreading of the virus as of March 5. Does the family have to pay the monthly tuition, given that the schools are not providing the services that have been paid for? And if they paid for the whole year, can they recover the sum for the time affected by Covid-19 shutdown?

In these cases also, the cessation of business activity is the direct consequence of the legislative provision (Prime Minister Decree 8.3.2020), which is - for the reasons described above - a case of "***impossibilità sopravvenuta***" (or more precisely, as we said, the "*factum principis,"* the act of the authority), connected to the obligation to respect the order of a Public Authority. Indeed, the tenant cannot actually use the venue which they are renting, and is therefore penalized monetarily for his concrete economic/entrepreneurial activity. They are paying rent on a property that they are not allowed to use for the purpose for which they rented it - that is, which is to sell products or services.

Preliminarily, as we said at the beginning, we must check whether the lease agreement regulated the case of *"force majeure."* And, if it does, the tenant is subject and must bear the risk of closing the business for any type of reason, including reasons beyond his control. If the contract provides for this consideration, the agreement is fully valid, and the Decree of the Prime Minister, even if it represents a case of "***impossibilità sopravvenuta,****"* will not protect the tenant.

But if the contract does not say anything, can the tenant - during the period of forced closure of the activity - suspend (postpone) the payment of the rent until the end of the quarantine?

"…without contact with the public, the occupancy of the premise is pointless and the "concrete purpose" of the contract is frustrated…

It is likely that the tenant could be legitimated to suspend the payment of the rent"

The landlord will probably argue that *"he fulfilled his part of the obligation, by giving to the tenant a space that can be used for business. And, in return the tenant must pay the rent."* His argument could actually make sense: it is true that COVID forced the closure of the shop, yet that does not impede the mere economic obligation to pay a sum of money. But, at the same time, the landlord failed to comply with the obligation of "guarantee the peaceful enjoyment and use of the rented place" ("***garantire il pacifico godimento*** *dell'immobile durante la locazione*" art. 1575, n. 3, c.c.). Also in this case the rented venue will go unused not as the consequence of a specific action of the landlord, but rather as a consequence of the act of the government.

In the past, the Supreme Court (in cases related to other events of *forza maggiore*, like banning the access of houses after earthquakes) acknowledged that without contact with the public, the occupancy of the premise is pointless, and the tenant cannot benefit from the use of the premises due to an order from the authority. In these cases, the "concrete purpose" *("la causa concreta")* of the contract, as defined by the Cassation(Cass. 7 ottobre 2008, n. 24769), is frustrated**, even if only temporarily, and the party therefore is not expected to pay the lease during this time**.

In fact, the event - the "*factum principis"* in the Act of the Authorities - that is forcing the premises to stay closed was unpredictable, independent of the debtor's personal and/or organizational conditions, absolute (the impediment cannot be overcome with any intensity of effort), and does not derive from willful misconduct or fault of the debtor. Therefore, such an event could persuade the landlord that the purpose of the contract is frustrated by an order of the Government, and therefore the Tenant will suspend the payment of the rent while the order is effective.

(…) It is always recommendable to try to negotiate a temporary agreement, and to bring the relationship back to fairness.

In this respect, art. 1256, paragraph 2, of the Italian Civil Code, which governs cases of supervening and temporary impossibility of performance, states "*... if the impossibility is temporary, during that time the debtor is not responsible for the delay executing his obligation."* **To conclude, given that the emergency is temporary, it is likely that during this time the tenant will be therefore authorized to suspend the payment of the rent.**

This last provision is particularly important for the case represented by the obligation to pay the tuition fees of the private schools of our children. As a consequence of the *factum principis*, the order of the Government, ***the schools have been closed since March 5th. According to most of the Italian Consumers Associations*** 'Given the interruption of the educational services of the schools and university, the consumer has the right to suspend the payments, and to request the restitution of the sum paid for the months that the children will not benefit"[5].

WHAT TO DO IN THESE CASES

In all these cases, it is advisable -during the shutdown imposed as an extreme measure of the government- to write a letter to the owner of the property, explaining that *"due to the current circumstances that are making impossible, for reasons not imputable to the tenant, to use the venue for the purposes for which was rented, the payment of the rent will be suspended until the restrictions will be removed."* Given that any unilateral, non-negotiated decision **not** to pay (or to pay a reduced amount of the rent) could expose the tenant to legal action or disputes, it is always recommended to try to negotiate a temporary agreement, and to bring the relationship back to equity. The parties to the commercial lease agreement may well agree **(always in writing**) for a temporary reduction of its amount for the entire duration of the shutdown, and go back to the normal agreement when the emergency is over.

The same reasoning and advice apply with respect of to obligations to the school where families send their children and to whom, during the year, they entrust their care, education, and well-being. My advice, as a father and a lawyer, is to try ***to find an amicable solution*** that, while taking in due consideration the family's right not to pay for a service that they are not receiving, also weighs the costs that the schools are expected to cover, even when schools are closed.

CANCELLATION OF TRIPS, TICKETS PURCHASED FOR SHOWS, MUSEUMS OR CONCERTS

Another business area badly affected by the consequence of the shutdown is tourism, where millions of people have had to cancel a trip already planned and paid for, including accommodations or guided tours, or to avoid a public event (such as a concert, a show, or a museum exhibition). On the other hand, the entire industry related to tourism is suffering millions of euros in losses, and the situation will not improve for months to come. The development of the epidemic both in Italy and abroad, and the consequent measures to restrict movement imposed by national and international authorities, have inevitably forced thousands of customers to change their travel plans.

According to the legislation that protects consumers and, also in this case, the Civil Code, clients who cannot use the services or goods for which they paid, should be entitled to request a financial restitution.

However, **art. 88 of the above-mentioned "Cura Italia" Decree** provided that everyone who has paid for hospitality services who is will not be able to use them, due to the movement restrictions, **will**

[5] From Codacons: ***"Essendo sospesi i servizi educativi per l' infanzia e le attività didattiche nelle scuole di ogni ordine e grado, il consumatore ha diritto di interrompere i pagamenti , ma anche di chiedere la restituzione delle somme versate limitatamente al periodo in cui non può fruire del servizio'.***
https://codacons.it/pagamento-retta-mensa-scolastica-e-dovuto-anche-per-questi-mesi-differenza-tra-scuola-pubblica-e-privata/

have the right to be reimbursed with a voucher of the value equal to the sum already paid, to be used within a year from the date of its issue.

The provision represents an exception to the previously-examined general rules of the Civil Code (right to obtain the annulment of the contract and the restitution of the paid sums as a consequence of the inability to provide the service), and it allows owners of hotels, B&Bs, and other hospitality business to issue a voucher to the customer to be used within twelve months of its issue, **even if the customer requests a refund.** The voucher is an acknowledgment of a credit, which will benefit those who have booked stays, directly or through a travel agency or booking portal, and were not able to travel due to travel restrictions set by the government.

The provision is applicable to all Italian hospitality business, regardless of the customer's nationality or the nationality of the travel agency or portal where the booking was made.

The provision is also applicable to cancellations already made, motivated by the epidemic and the restrictions contained in the various provisions, which the Italian company has not yet refunded.

COVID AND ITS EFFECT ON INTERNATIONAL AGREEMENTS NOT REGULATED BY THE ITALIAN LAW

The scenarios above are relevant only if relations with the foreign counterpart is regulated by the Italian law (which normally happens when the parties expressly agree that the contract will be regulated by the Italian law, or when, according to international principle of conflict of laws, Italian law is the law of the country where the contract will be executed). But if the contract does not say anything in terms of the law to be applied to the contract, we will have first to determine the applicable law and see how cases of *force majeure, such as* the one we just described, are regulated.

For instance, on a European Union level, REGULATION (EC) No 593/2008 of 17 June 2008 on the law applicable to contractual obligations **("Rome I"),** under Article 3 sets, as the general rule, that the parties to a contract have freedom of choice over the applicable law. However, if there is no express choice, art. 4 provides that the contract shall be governed by the law of the country with which it is most closely connected.[6] In general terms:

- purchase agreements: the law of the country of the seller;
- service agreements: the law of the country of the service provider;
- distribution, agency or franchise agreements: the law of the country of the distributor, agent or franchisee.

Consumers and employees enjoy the extra protection of special rules. Other rules also apply to immoveable property.

Additionally, once it has been established which law applies to an international contract, in the case of commercial purchase agreements it must be determined whether **U.N. Convention on Contracts for the International Sale of Goods (also known as "CISG" or Vienna Convention 1980**) applies. This is an international agreement signed by over 90 States, and in these signatory States Vienna

[6] Among the different options art. 4 provides: (…)
(a) a contract for the sale of goods shall *be governed by the law of the country where the seller has his habitual residence;*
(b) a contract for the provision of services shall be governed by the law of the country where the service provider has his habitual residence;
(c) a contract relating to a right in rem in immovable property or to a tenancy of immovable property shall be governed by the law of the country where the property is situated;
(…)
(e) a franchise contract shall be governed by the law of the country where the franchisee has his habitual residence;
(f) a distribution contract shall be governed by the law of the country where the distributor has his habitual residence;
(…)
2. Where the contract is not covered by paragraph 1 or where the elements of the contract would be covered by more than one of points (a) to (h) of paragraph 1, the contract shall be governed by the law of the country where the party required to effect the characteristic performance of the contract has his habitual residence.

Convention is considered part of the national law system and its rules prevail over the national law. The rules set forth in the Convention are binding in B2B (business to business) transactions for the companies that are incorporated in one of the signatory countries of this international treaty. Therefore, unless the parties expressly excluded the application of this treaty, these rules automatically apply to that contract, and - as explained - in some will prevail over the rules of the national regulations (like the civil code) if not differently provided in the contract.

According to art 79 paragraph 1 of CISG, whenever a breach of contractual obligation occurs, the defaulting party shall be relieved of any liability for damages insofar as they provide evidence that such failure was due:

a) to an impediment *beyond their control* and
b) that they could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract (*unpredictability*)
c) they were unable to avoid or overcome the impediment or its consequences.

By proving the existence of these three elements, the defaulting debtor is normally considered to be free of responsibility towards the creditor.

The aforementioned exemption from liability is legitimate and effective for the entire duration of the impediment (art. 79 par. 3, CISG). The party that does not perform is required to provide timely and exhaustive information to the creditor about the occurrence and the effects of the circumstances that led to the failure, pursuant to art. 79 par. 4, CISG.

It was also correctly noted[7] that, even if Article 79 does not expressly mention the term *force majeure*, it nevertheless clearly finds application in classical *force majeure* situations, such as earthquakes, floods, storms, fires, measures adopted by public authorities *(factum principis)*, embargo, epidemic diseases, war, and acts of terrorism or piracy. For these circumstances as well, in any event, it shall be necessary to give evidence that all the requirements set forth by law are met.

Another oft-used tool in international trade practice is the **ICC Force Majeure Clause 2003 (ICC Clause)**, set and drafted by the International Chamber of Commerce (the world's largest business organization, based in Paris and representing more than 45 million companies in over 100 countries). This rule recalls the three main characteristics of the Vienna Convention. But compared to this last one, the ICC clause includes a list of typical *force majeure* events with a general formula which is intended to catch circumstances which fall outside the listed events (wars, rebellions, terrorism, sabotage, "acts of God," and in general all situations that don't depend on a human volition, such as epidemics, hurricanes, earthquakes, and so on). Parties to the contract, when they must regulate the effects of uncontrollable events, may make a general reference to (or replicate the language of) the ICC Clause, rather than writing their own *force majeure* clause.

SOME FINAL ADVICE offered to all of our clients, even those who could use the *forza maggiore* excuse for not fulfilling their original obligations.

Notwithstanding the *force majeure* rules that parties might apply to their agreements, parties should think deeply about whether the termination of the commercial relationship with a supplier or with a tenant in a momentary situation of difficulty is actually the best solution. We are all in the same boat in the middle of a storm, and sinking one another in this moment will not make situation any stronger or more profitable.

It is true that soon the emergency situation of COVID-19 will have an end, and all parties involved in this forced interruption of the production

Each party should evaluate whether it is more appropriate to renegotiate existing contracts in order to preserve business relationships, maybe reducing or putting on hold the expected payment, until the end of the emergency.

[7] (R. KOFOD, www.cisg.law.pace.edu/cisg/biblio/kofod.html)

chain and commercial activities will have to roll up their sleeves and patch up commercial relationships with their customers and suppliers. In this moment every party is at risk of losing by interrupting existing contractual relationships. Invoking the *force majeure /impossibilità sopravvenuta* rule to terminate the contract could prove more detrimental than useful in the long run.

Instead of asking for the resolution due to non-fulfillment or excessive onerousness of the obligation, each party of the business chain should evaluate whether it is more appropriate to renegotiate existing contracts in order to preserve business relationships, perhaps reducing or putting on hold the expected payment until the end of the emergency.

I do believe that this crisis can give all of us the possibility to bring out the best in each other, even in our way of doing business, and to try to manage even work relationships with the same mutual solidarity, fairness, and sense of community that many of us have experienced and re-discovered during this terrible pandemic and forced quarantine.

This, too, shall pass.

Avv. Michele Capecchi, LL.M.

Hundreds of questions are coming up, and we try to answer every query, albeit with the reduced legal team and with the "remote working" that we all embraced. Our law firm has decided to open a front desk (a kind of legal first aid) to provide specific support on how to deal with the consequences that this event is causing in our work activities and in our daily life.

The preliminary evaluation on legal and contractual issues that the Covid-19 emergency is generating is free of charge, addressed to individuals and businesses, and can be requested by writing a short description of your problem to ***info@capecchilegal.com.***

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