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Resource Centre · Dispute Resolution

The disputes pack

Claiming for a breach of contract — the time limits, the pre-action steps, the court fees — and how injunctions work.

1. Suing for breach of contract: time limits, pre-action steps and court fees
2. What is an injunction? How the court orders someone to stop — and how fast

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Suing for breach of contract: time limits, pre-action steps and court fees

Six years from the breach — and what can move that date. Limitation, the right pre-action protocol, track allocation, court fees and statutory interest.

Commercial contract claims turn on the merits, but they are constrained by three things decided long before trial: when the limitation period expires, whether the pre-action steps were followed, and what the claim costs to run relative to what it is worth. Issue for £60,000 and the court fee alone is £3,000 before anyone drafts a defence.

This sets out the timetable, the procedure and the money for a breach of contract claim in England and Wales, with each rule linked to its source.

Six years, running from the breach

Section 5 of the [Limitation Act 1980](#):

"An action founded on simple contract shall not be brought after the expiration of six years from the date on which the cause of action accrued."

[Section 8\(1\)](#) gives twelve years to a contract executed as a deed:

"An action upon a specialty shall not be brought after the expiration of twelve years from the date on which the cause of action accrued."

Section 8(2) qualifies it: the twelve years does not apply where the Act prescribes a shorter period for that kind of claim. The one that bites commercially is section 19 — arrears of rent, and damages for arrears, are six years from the date they fell due, even under a lease executed as a deed.

The words that do the damage are "from the date on which the cause of action accrued". In contract the cause of action accrues at the **breach** — not when you discovered it, not when the loss crystallised, not when the relationship finally broke down. A defective installation in 2019 noticed in 2025 is, in contract, a 2019 claim.

Three practical points follow:

- **Check whether the contract was executed as a deed before assuming six years.** The answer is on the execution page — and then check that nothing shorter in the Act applies to the particular claim.

- **Where there is a continuing obligation, identify which breach you are suing on.** A separate breach can start its own period; a single repudiation does not restart on each missed payment.
- **Pre-action correspondence does not stop time.** Paragraph 17 of the Practice Direction on Pre-Action Conduct says the pre-action rules "do not alter the statutory time limits for starting court proceedings".

Two things that can move the date

The six years is the ordinary rule, not an absolute one, and the exceptions are common enough in commercial disputes to check every time.

Acknowledgment or part payment restarts the period — for a debt. Under [section 29\(5\)](#), where a right of action has accrued to recover "any debt or other liquidated pecuniary claim" and the person liable acknowledges the claim or makes any payment in respect of it, the right is treated as accruing on the date of that acknowledgment or payment. Section 30 sets the formalities: the acknowledgment must be **in writing and signed** by the person making it, and — section 30(2)(b) — the acknowledgment or payment must be made **to the creditor or the creditor's agent**. A debtor's internal reconciliation, however clearly it records the debt, is not an acknowledgment to you. Section 29(7) allows the period to be extended repeatedly, but a right once barred is not revived by a later acknowledgment or payment; and under section 29(6) a part payment of rent or interest does not extend time for the remainder of that rent or interest then due, although a payment of interest counts as a payment towards the principal.

That is a live issue on any ledger. A signed statement of account sent to you, a written payment plan, or a payment on account can restart the applicable period; equally, a debtor's adviser will look hard at whether an apparent acknowledgment was signed, by whom, and to whom it was sent. Note the limit: section 29(5) covers debts and liquidated claims, not a claim for unliquidated damages.

Fraud, deliberate concealment or mistake postpone the start. Under [section 32](#), where the action is based on the defendant's fraud, where a fact relevant to the claim has been deliberately concealed by the defendant, or where the action is for relief from the consequences of a mistake, the period does not begin until the claimant discovers it or could with reasonable diligence have done so. Section 32(2) adds that deliberately committing a breach of duty in circumstances where it is unlikely to be discovered for some time is itself deliberate concealment.

One further point does not move the date but changes what an expired one means. Section 5 bars the remedy, not the right: limitation is a defence the defendant has to raise, and it does not extinguish the underlying obligation. That matters for set-off and for what a defendant can and cannot do with the debt.

None of this makes a limitation date safe to treat casually. It means that when one looks to have passed, the analysis is not finished.

Pre-action: find the right protocol first

Start by checking whether a specialist protocol applies. The published [list of pre-action protocols](#) includes ones for construction and engineering disputes and for professional negligence, and those apply to business-to-business disputes as much as any other.

Paragraph 1.4 of the Pre-Action Protocol for Debt Claims expressly stands down where the debt is covered by another protocol. There is no protocol specific to a general commercial contract dispute — which is why the fallback below matters.

If none applies, which rules you are in depends on who the debtor is.

A business claiming a debt from an individual or a sole trader is in the Pre-Action Protocol for Debt Claims, which is prescriptive. Paragraph 1.1 says it "does not apply to business-to-business debts unless the debtor is a sole trader" — a limit that catches people out in both directions. Under it:

- The Letter of Claim must carry specified information and be accompanied by an Information Sheet, Reply Form and Financial Statement.
- If the debtor does not reply **within 30 days of the date at the top of the letter**, you may issue — subject, paragraph 3.4 says, to any remaining obligations under the protocol, which includes allowing for a reply posted close to the deadline.
- If they do reply, you must not issue for **30 days from receipt of the completed Reply Form, or 30 days from providing any documents requested, whichever is later** (paragraph 4.2). If they say they are seeking debt advice, you must allow a reasonable period for it.
- A request for a document or information must be met, or its unavailability explained, **within 30 days** (paragraph 5.2).
- Where the debtor responded but there is no agreement, give **at least 14 days' notice** of an intention to issue (paragraph 8.2), unless there are exceptional circumstances requiring urgent action — the protocol's own example is a limitation period about to expire.

Everything else falls under the [Practice Direction on Pre-Action Conduct and Protocols](#).

Paragraph 6 sets the steps: a letter with concise details of the claim, the basis on which it is made, a summary of the facts, what you want and — if money — **how the amount is calculated**; a response "within a reasonable time — 14 days in a straightforward case and no more than 3 months in a very complex one"; and disclosure of key documents.

Paragraph 8 puts it plainly: "Litigation should be a last resort."

Ignoring an invitation to mediate has a price

Costs consequences for pre-action failures are not new — paragraphs 13 to 16 of the Practice Direction have long provided for them, and paragraph 14 has long treated it as non-compliance where a party "unreasonably refused to use a form of ADR, or failed to respond at all to an invitation to do so". Silence has always been capable of counting against you.

What changed is the court's power to compel. In *Churchill v Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416, decided on 29 November 2023, the Court of Appeal held that a court can lawfully stay proceedings and order the parties to engage in non-court dispute resolution, provided the order is proportionate and does not impair the right to a fair trial. From October 2024 that sits in the rules themselves: the **Civil Procedure Rules** now say the overriding objective includes "promoting or using alternative dispute resolution" (rule 1.1(2)(f)) and that active case management includes "**ordering** or encouraging the parties to use, and facilitating the use of, alternative dispute resolution" (rule 1.4(2)(e)). A court can direct parties to mediate, not merely press them to.

Paragraph 16 sets out what the court *may* order where there has been non-compliance. It is a discretion, exercised on the facts, not a tariff:

- that the party at fault pays the other side's costs, or part of them;
- that those costs be paid **on the indemnity basis**;
- that a winning claimant be deprived of interest for a period, or awarded it at a lower rate;
- that a losing defendant pay interest at a higher rate — **not exceeding 10% above base rate**.

Keep the ADR correspondence. If a reasonable proposal went unanswered, that is something to put in front of the judge on costs.

The track shapes what winning is worth

Allocation under **CPR 26.9** starts with value but does not end there, and it is the court that allocates — you assess the likely track, you do not choose it. For ordinary money claims:

Track	Normal value	And normally only if
Small claims	not more than £10,000	— (r.26.9(4))
Fast track	not more than £25,000	trial likely to last no longer than one day , limited oral expert evidence (r.26.9(6))
Intermediate track	not more than £100,000	trial no longer than three days , oral expert evidence at trial limited to two experts per party, and one claimant against one or two defendants, or two claimants against one (r.26.9(7))
Multi-track	everything else	— (r.26.9(12))

Read the third column. Value gets a claim into a track; the conditions decide whether it is the *normal* track for it. A £40,000 claim with three defendants and a four-day trial falls outside the normal intermediate track criteria however modest the sum, because rule 26.9(7)(d) is not met on the parties alone — though rule 26.9(9) lets the court allocate to the intermediate track anyway where it considers that in the interests of justice.

The track then shapes recovery. In the small claims track, CPR 27.14(2) limits the costs the court may order to a short list — the fixed costs of issuing, the court fees the winner paid, travel and limited loss of earnings for attending, a capped sum for an expert's fees, and a capped sum for legal advice where an injunction or specific performance was sought. Solicitors' fees for running the claim are not on that list, so a £6,000 claim is normally fought at your own expense whoever wins. The exception is rule 27.14(2)(g): a party who has **behaved unreasonably** can be ordered to pay further costs, assessed summarily — which is the small claims track's own reason to follow the pre-action steps and answer an ADR proposal. The fast and intermediate tracks normally run on fixed recoverable costs, capping what a winner recovers by stage and complexity band — subject to the exclusions in the rules and to the court's power to allow more in exceptional circumstances. Costs management and budgeting are the norm in the multi-track, again with exceptions.

Three different numbers are in play and they are easily confused: what your solicitor charges you, what the rules let you recover from the other side, and what the court will approve in a budget. The early question is not "will I win" but "what is winning worth once those three are reconciled".

What it costs to issue

The court fee to start a money claim, from the **published table**:

Claim value	Issue fee
up to £300	£35
£300.01 – £500	£50
£500.01 – £1,000	£70
£1,000.01 – £1,500	£80
£1,500.01 – £3,000	£115
£3,000.01 – £5,000	£205
£5,000.01 – £10,000	£455
£10,000.01 – £200,000	5% of the claim
over £200,000	£10,000

Four things to read off it.

The fee is calculated on **the amount you are claiming plus any interest** – gov.uk says so in terms. A £55,000 principal with £5,000 of accrued interest is a £60,000 claim for fee purposes, at £3,000.

The **5% band starts above £10,000**. Below that the fee is the fixed figure for the band, and £455 is simply the fee for a claim between £5,000.01 and £10,000.

The **maximum is £10,000**, reached at a claim of £200,000. Above that the fee does not rise.

And if you **leave the amount claimed blank, the fee is £10,000** – the maximum. An unquantified claim is charged as though it were the largest on the list, so estimate the figure and pay the band.

Those are real sums, and they belong in the early assessment of whether proportionate recovery justifies the full cost of proceeding. They are not a reason to plead a claim for less than it is worth. The fee is recoverable from the other side if you win; and while the statement of value on the claim form "does not limit the power of the court to give judgment for an amount which it finds the claimant is entitled to" (**CPR 16.3(7)**), a claim deliberately pitched low to save a fee invites an application to amend, the balance of the fee, and questions about the claimant's conduct.

Interest and compensation on unpaid commercial invoices

Where the debt is for goods or services between businesses, the **Late Payment of Commercial Debts (Interest) Act 1998** gives a statutory entitlement that does not depend on a term in the contract.

When interest starts. It runs from the day after the relevant day: the agreed payment date, or the last day of the relevant 30-day period where none was agreed. That 30-day period does not run from the invoice — **section 4(2H)** starts it on the latest of the day your obligation was performed, the day the purchaser had notice of the amount, and, where there is an acceptance or verification procedure, the day after it is completed — which **section 4(5C)** treats as no later than 30 days after performance unless a longer period was expressly agreed and is not grossly unfair.

Where a long payment date was agreed, **section 4(2E)** can cap it: if the purchaser is not a public authority and the last day of the relevant 60-day period falls earlier than the agreed date, the relevant day is the last day of that 60-day period. But read **section 4(2F)** with it — that cap **does not apply if the agreed payment day is not grossly unfair to the supplier**. Whether a longer term is grossly unfair is a statutory test, not a question of whether it was negotiated: **section 4(7A)** requires all the circumstances to be considered, and in particular anything that is a gross deviation from good commercial practice and contrary to good faith and fair dealing, the nature of the goods or services, and whether the purchaser has any objective reason to depart from the 60 days. A 90-day term can pass that test or fail it on its facts.

The rate is the Bank of England base rate plus 8%. Article 4 of the **Late Payment of Commercial Debts (Rate of Interest) (No. 3) Order 2002** sets it at 8% over the official dealing rate in force on 30 June, for interest that starts to run between 1 July and 31 December, or on 31 December, for interest that starts to run between 1 January and 30 June. Base rate stood at 3.75% on 30 June 2026, so interest that starts to run in the second half of 2026 does so at **11.75%**.

Note what that means, because it is commonly got wrong. The rate attaches to **when the interest started**, not to each period it runs through — **section 4(2)** fixes it at the rate prevailing "at the end of the relevant day". A debt that fell due in August 2026 and is still unpaid in 2028 carries 11.75% throughout. Invoices whose interest starts in different half-years may carry different rates — the reference rate for both halves of 2026 happens to be 3.75%, but that is coincidence, not the rule — so a ledger has to be worked invoice by invoice.

Fixed compensation under **section 5A** is payable in addition to interest, and it attaches to each qualifying debt:

Debt	Compensation
under £1,000	£40
£1,000 to under £10,000	£70
£10,000 or more	£100

Under section 5A(2A), where the reasonable costs of recovering the debt exceed the fixed sum, the supplier is entitled to the difference as well. On a ledger of small unpaid invoices, the per-invoice compensation adds up faster than the interest does.

Statutory interest cannot be claimed where the contract provides a substantial contractual remedy for late payment instead, so check the contract before pleading the Act.

A working order for the first fortnight

1. Fix the limitation date: find the breach, check whether the contract is a deed, and check whether anything in sections 29 to 32 moves it. Diary the date.
2. Assemble the contract as it actually stands — signed agreement, purchase orders, variations, the terms behind the invoice, and the emails that varied it in practice.
3. Calculate the loss and be able to show the calculation. The Practice Direction requires it in the letter, and a figure you cannot build up is a figure the other side will not pay.
4. Check for a specialist protocol, then send a compliant letter of claim on the right timetable.
5. Assess the likely track and what recovery is worth after costs on it.
6. Make a written ADR proposal and keep the correspondence.
7. If limitation is close, take advice immediately. Protective proceedings and a stay may be the answer, but so may a properly drafted standstill agreement — and protective issue brings its own deadlines, including the four months allowed by [CPR 7.5](#) for serving a claim form within the jurisdiction. A stay has to be granted; asking for one is not the same as having one. An arbitration clause or a contractual escalation procedure may also change the route entirely.

We run commercial contract disputes for businesses across England and Wales, from the letter before action to trial and enforcement — see [civil and commercial litigation](#), or [debt recovery](#) where the claim is an unpaid invoice. Our [debt recovery calculator](#) gives an indicative figure for statutory interest, compensation and the court fee: it charges the fee on the sum plus the interest and compensation, and prices the compensation per invoice. It works the interest on the whole sum at the current rate, though, taking the invoices as roughly equal in size — so treat it as a first estimate, and a ledger of invoices that fell due in different half-years as a job for the invoice-by-invoice calculation above.

If a limitation date is near, **contact us** rather than working it through yourself.

This article is general information about the law in England and Wales. It is not advice on your situation, and limitation in any particular case depends on the facts and the contract.

Dispute Resolution · 12 min read · 15 October 2026

What is an injunction? How the court orders someone to stop — and how fast

How the court decides whether to order someone to stop: the American Cyanamid test, the cross-undertaking, without-notice applications, costs and contempt.

Someone is about to do something that will damage you, and money after the event will not put it right. A former employee is approaching your clients with your price list. A neighbour's contractor is cutting into your boundary wall. A competitor is selling goods under your brand. An injunction is a court order to stop — or, less often, to do something. If the case is urgent enough, the court can make one within hours, sometimes before the other side has been told. In return it will want evidence, candour about the weak points in your case, and your promise to compensate the other side if the order turns out to have been wrong.

The short answer

An injunction is a discretionary court order. Before trial, the court asks whether there is a serious question to be tried and where the balance of convenience lies, and it will normally require your undertaking to pay the other side's losses if the order proves wrong. Breaking an injunction is contempt of court.

The kinds of injunction

Type	What it does	Example
Prohibitory	Orders someone not to do something	Not to use your confidential client list
Mandatory	Orders someone to take a positive step	Return documents, take down a post, remove an encroachment
Interim	Holds the position until trial or a further order	Not to contact named clients until trial
Final	Granted at trial, as part of the judgment	A permanent order not to use your trade mark
Quia timet	Stops a wrong that is threatened but has not yet happened	Works that will undermine your wall, about to start

A quia timet injunction depends on showing that the other side has threatened to invade your rights, and that the risk is — in a phrase the Supreme Court cited in [Wolverhampton City Council v London Gypsies and Travellers](#) [2023] UKSC 47 — "sufficiently real and imminent".

Where the power comes from

[Section 37\(1\) of the Senior Courts Act 1981](#):

"The High Court may by order (whether interlocutory or final) grant an injunction or appoint a receiver in all cases in which it appears to the court to be just and convenient to do so."

The County Court has the same reach. Under [section 38 of the County Courts Act 1984](#) it may make any order the High Court could, subject to exceptions; the one that matters here is the search order. "Just and convenient" makes the remedy discretionary: even at trial, the court can award damages instead of an injunction ([section 50](#) of the 1981 Act).

The test for an interim injunction

On an interim application the court applies the guidelines from *American Cyanamid Co v Ethicon Ltd* [1975] AC 396, which the Court of Appeal set out as four questions in [AstraZeneca AB v Glenmark Pharmaceuticals Europe Ltd](#) [2025] EWCA Civ 480.

1 Is there a serious question to be tried?

In current terms, does the claim have a real prospect of success? If not, no injunction. The merits themselves are left for trial.

2 Would damages be enough for you?

If money at trial would compensate you for the loss until then, and the other side could pay, an injunction is normally refused.

3 Would your undertaking protect them?

If not, could damages under your cross-undertaking compensate the other side if they win, and could you pay? If so, an injunction is normally granted.

4 Where does the balance of convenience lie?

If doubt remains, the court weighs all the circumstances. Where other factors are evenly balanced, it is prudent to preserve the status quo.

Behind all four sits one principle, in Lord Hoffmann's words: the court "should take whichever course seems likely to cause the least irremediable prejudice to one party or the other" (*National Commercial Bank Jamaica Ltd v Olint Corp Ltd* [2009] UKPC 16).

Three kinds of case are treated differently:

- **Mandatory orders.** An order to take a positive step can do more harm if wrongly made than an order simply holding things as they are. The court may ask whether it feels a "high degree of assurance" that you will establish your right at trial (*HXZ v NMX* [2025] EWHC 916 (KB), applying earlier authority). Even without it, an order can still be made where refusing it carries the greater risk of injustice.
- **Speech.** Where relief might affect freedom of expression, **section 12(3) of the Human Rights Act 1998** says no order is to restrain publication before trial "unless the court is satisfied that the applicant is likely to establish that publication should not be allowed". "Likely" generally means more likely than not, save in exceptional cases (*Cream Holdings Ltd v Banerjee* [2005] 1 AC 253).
- **Defamation.** Interim injunctions to restrain alleged libel face a higher bar still. The American Cyanamid principles do not apply (*Ferreira-Malosso v Nowakowska* [2024] EWHC 2696 (KB)). Under the long-standing rule in *Bonnard v Perryman*, the court will refuse interim relief if the publisher credibly says the publication can be defended — for example, as true. Relabelling the claim as harassment does not avoid the rule if protecting reputation is really its purpose.

What is the injunction mainly for?



Protecting your reputation from a publication →

The rule in *Bonnard v Perryman*. No interim injunction if the publisher credibly asserts a defence, such as truth.

Restraining other speech or publication →

Section 12(3) of the Human Rights Act 1998. You must show you are likely, usually more likely than not, to win at trial.

Anything else →

The *American Cyanamid* questions, with extra caution if the order would require positive steps.

The cross-undertaking in damages

Unless the court orders otherwise, an interim injunction must contain "an undertaking by the applicant to the court to pay any damages which the respondent sustains and which the court considers the applicant should pay" (**CPR 25.9(3)(a)**). The court must also consider whether to require an undertaking for losses suffered by other people affected by the order (rule 25.9(5)).

⚠ The undertaking is the price of the order

If you lose at trial, or the order should not have been made, the court can order you to pay the losses it caused — lost trade, a delayed sale, a missed opportunity. The court may also require you to back the undertaking with security, such as a bank guarantee. Work out what that exposure could be before you apply.

Applying without notice

The normal course is to serve the application notice, evidence and a draft order at least three days before the hearing (rule 25.6(2)). The court can instead act without notice "if it appears to the court that there are good reasons for not giving notice", and your evidence must say what those reasons are (rule 25.3).

The usual reasons are genuine urgency, or that a warning would defeat the purpose because assets or evidence would disappear. Even then, rule 25.8 requires you to take steps to notify the other side of the application, unless you reasonably believe secrecy is essential. Where the order could affect freedom of expression, section 12(2) of the 1998 Act adds that relief is not to be granted against an absent respondent unless all practicable steps have been taken to notify them, or there are compelling reasons not to.

Without notice, you owe the court a duty of full and frank disclosure. You must disclose the facts that are material for the court to know, and present them fairly, drawing attention to the points the absent party would make. That includes facts you would have found on reasonable enquiry (*Brink's Mat Ltd v Elcombe* [1988] 1 WLR 1350; *Tugushev v Orlov (No 2)* [2019] EWHC 2031 (Comm)). As the principles collected in *Marinakakis v Karipidis* [2025] EWHC 13 (KB) put it, non-disclosure of material facts may lead to the order being set aside without examination of the merits.

Before the hearing

Prepare the evidence

A witness statement setting out all relevant facts, including the points against you.

At least two hours before, where possible

File the papers

The application notice, evidence and a draft order.

At the hearing

The judge hears you alone

If granted, the order records your undertakings, including the cross-undertaking.

As soon as practicable afterwards

Serve the order

With the application, evidence and a note of the hearing.

The return date

Both sides are heard

The court decides whether the order continues, is varied or is discharged.

Urgency and out-of-hours applications

An interim remedy can be granted before a claim is issued "only if the matter is urgent, or it is otherwise desirable to do so in the interests of justice" (rule 25.2(2)). You will then have to undertake to issue the claim form immediately, unless the court gives directions instead (rule

25.8(2)). Hearings can take place remotely (rule 25.8(3)).

According to the [King's Bench Guide 2025](#), a High Court judge is available every day the court sits, in and out of hours, to deal with interim applications. Out-of-hours applications are only for real emergencies, and in that Division only lawyers can make them. You must explain why the application was not made earlier and why it cannot wait until the next sitting day, and the Guide notes that the duty of full and frank disclosure "assumes added significance". Delay works against you: a court asked to act at once will want to know why you did not come sooner.

Freezing injunctions and search orders

A **freezing injunction** stops a party removing assets from the jurisdiction or dealing with them, and it can reach assets abroad (rule 25.1(1)(f)). As the Court of Appeal recorded in [dos Santos v Unitel](#) [2024] EWCA Civ 1109, the applicant must show:

- a good arguable case on the merits;
- a real risk, judged objectively, that a judgment would go unmet because of unjustified dissipation of assets; and
- that the order is just and convenient.

The evidence must be on affidavit, and the order must follow the court's model wording (rules 25.13 and 25.14). The model order lets the respondent spend a set weekly sum on living expenses and a sum on legal advice, and deal with assets in the ordinary and proper course of business. It also requires them to tell the applicant's lawyers what assets they have.

A **search order** requires a party to let the applicant's team enter premises to search for and preserve evidence ([section 7 of the Civil Procedure Act 1997](#)). It is supervised by an independent, experienced Supervising Solicitor, who normally serves it personally (rules 25.16 and 25.19). The rules also provide for an imaging order, giving an independent IT expert access to copy devices and online accounts (rule 25.1(1)(i)).

Both orders are made by High Court judges. A freezing injunction can also be granted in the County Court by a Circuit Judge specially authorised for the purpose ([Practice Direction 2B](#), paragraph 8.4). Search orders, with narrow exceptions, stay in the High Court ([County Court Remedies Regulations 2014](#), regulation 3).

The rules themselves. All of this sits in [Part 25 of the Civil Procedure Rules](#), which was replaced in full on 6 April 2025 by the [Civil Procedure \(Amendment\) Rules 2025](#). Practice Directions 25A and 25B no longer exist. Much of what they said is now in the rules, and the court has published new model orders for freezing injunctions and for search and imaging orders. Guidance that cites the old practice directions is out of date.

Breaking an injunction

An order is normally endorsed with a penal notice — a prominent warning that disobeying it may lead to imprisonment, a fine or the seizure of assets ([CPR 81.2](#)). Breach is enforced by a contempt application under Part 81. The court can find contempt only if it is sure — satisfied beyond reasonable doubt — and it may then impose imprisonment, a fine or confiscation of assets (rule 81.9). Committal is for a fixed term of up to two years ([Contempt of Court Act 1981, section 14](#)). Under the model freezing order, anyone notified of the order who knowingly assists in or permits a breach is in contempt too.

A harassment injunction carries an extra sanction. Breaching it without reasonable excuse is a criminal offence, punishable on indictment by up to five years' imprisonment, and the court can issue a warrant for the defendant's arrest ([Protection from Harassment Act 1997, section 3](#)).

If you are the one served with an order, obey it while you deal with it. A without-notice order comes with a return date, and the model freezing order allows anyone served with or notified of it to apply to vary or discharge it at any time.

What it costs

£321

court fee for an application on notice

£126

court fee for an application without notice

14 days

to pay costs the court assesses at a short hearing

The court fees are modest. On top of the application fee, issuing a claim for an injunction costs £663 in the High Court or £387 in the County Court, more if you also claim damages (HMCTS fees, July 2026). The real cost is the evidence, which must be complete and fair at speed, and advocacy at short notice. The general rule is that the losing party pays the winner's costs (rule 44.2). At the end of a hearing lasting a day or less the court will usually assess costs on the spot, payable within 14 days, though it can also reserve them or make them "costs in the case". Add the exposure under your cross-undertaking and, under the model freezing order, the reasonable costs third parties such as banks incur because of it.

Common situations

Situation	What an injunction can do	What to know
An ex-employee taking clients or confidential information	Stop use or disclosure of confidential information, enforce restrictions in the contract, and require return of documents and devices	A restriction is enforceable only if it protects a legitimate business interest and goes no further than reasonably necessary (Tillman v Egon Zehnder [2019] UKSC 32).
Infringement of a trade mark, design or copyright	Stop sales or use until trial	Whether damages would be adequate is often the battleground. Delay weakens the claim to urgency.
Building works at or over a boundary	Stop works that trespass or cause a nuisance, and, at trial, require removal	The court can award damages instead of an injunction.
Harassment	Stop a course of conduct that alarms or distresses you	Only individuals can be victims. Conduct on at least two occasions is needed (section 7).
Damaging posts about you or your business	Stop publication of private, confidential or defamatory material	In defamation, interim orders are rare. A company must show serious financial loss for a statement to be defamatory (Defamation Act 2013, section 1).

Family protection orders are different

Non-molestation and occupation orders under Part IV of the Family Law Act 1996, which protect people from partners, former partners and family members, are a separate regime with their own procedure in the family courts. Breaching a non-molestation order is itself a criminal offence. This guide does not cover them.

What to do now

- Preserve the evidence: dated screenshots, emails, documents and the names of witnesses.

- Note when you first found out. The court will measure your urgency from then.
- If assets or evidence may vanish once the other side is warned, take advice before you send any letter.
- Estimate what a wrongly granted order would cost the other side: that is what you are promising to cover.

When to speak to a solicitor

As soon as you think you may need an order. Urgency is judged from when you knew, and the evidence takes time to prepare properly. Our **civil and commercial litigation** team handles interim injunctions, freezing orders and search orders. Brand and copyright cases are covered under **IP infringement**, and damaging publications under **defamation**. If it cannot wait, **contact us** directly.

This guide is general information about the law of England and Wales, not advice on your situation.



Speak to one of our solicitors

This pack is general information about the law of England and Wales as at October 2026. It is not advice on your situation, and reading it does not make you a client. For advice on your own matter, contact us — or ask Ai Guy® at ai-law.co.uk/ask.

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