FQPS Academy

SQE1 · FLK1 · DISPUTE RESOLUTION · 2026 - 2027

Dispute Resolution

Civil Claims

step by step for the SQE, from pre-action to enforcement

Limitation, issue and service, the defence, case management, evidence, costs and Part 36.

Know the next step

FQPS Academy - SQE Prep

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The Ultimate SQE Success Guide.✳

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Most civil procedure questions ask one thing: what is the next step?

What is This Guide?

A practical route through **Dispute Resolution for SQE1**, in the order a civil claim runs: choosing between arbitration, mediation and litigation, **limitation** and the pre-action steps, issuing and **serving** the claim, the defence and **default judgment**, interim applications, case management and the tracks, evidence and disclosure, **costs and Part 36**, trial, appeals and enforcement. One page of deadlines, a decision tree and two worked examples with real 2027 dates.

Who This Guide is For?

- SQE1 candidates sitting FLK1 in 2027
- Anyone who mixes up deemed service, the step, and the days for a defence
- Candidates revising from books printed before the 2024 and 2025 rule changes
- Paralegals in litigation teams who want the rules behind the forms

Why It Matters?

Dispute Resolution questions reward a timeline. Most wrong options state a real rule at the wrong moment: a deadline counted from the wrong event, a step taken before the time has expired, a test from the wrong application, a costs rule for the wrong track. Place the question on the timeline, find what starts the clock, and most answers follow.

How Dispute Resolution Is Tested

Dispute Resolution is an **FLK1** subject. From January 2027 it sits in **session 1** of FLK1, with Business Law and Practice and Legal Services. A question gives you a civil dispute at a stage of its life and asks for the next step: which court or track, which form, which deadline, which order, or what happens to costs.

Area	The SRA's eight assessment areas, in short	In this guide
1	The merits of a claim or defence	Throughout, with the traps (page 20)
2	Arbitration, mediation and litigation	Chapter 2 (page 05)
3	Pre-action steps, limitation and applicable law	Chapters 2 and 3 (pages 05 to 07)
4	Starting, responding to and progressing a claim	Chapters 3 and 4 (pages 07 to 11)
5	Case management and interim applications	Chapter 5 (pages 12 and 13)
6	Evidence and disclosure	Chapter 6 (pages 14 and 15)
7	Trial and post-trial steps	Chapter 7 (pages 18 and 19)
8	Costs	Chapter 7 (pages 16 and 17)

How much of the paper

The blueprint gives Dispute Resolution **14 to 20%** of FLK1. With 84 lines in our specification checklist, it is the longest FLK1 subject.

Which law

The law in force four calendar months before the first day of the window: **11 September 2026** for January 2027 and **12 March 2027** for July 2027.

The question format

Single best answer: five options and "only one correct answer". Closed book, so know the time limits and the tests by heart.

The rules moved

ADR joined the overriding objective in **October 2024**, and Part 25 (interim remedies) was rewritten and renumbered in **April 2025**. Older books cite the old numbers.

Important: what this guide covers

Civil claims in the courts of England and Wales under the Civil Procedure Rules (CPR), mostly Part 7 money claims. On **1 October 2026** the Chancery Division became the **Business and Property Division**, and the Commercial Court moved into it: the old names are the law for January 2027, the new ones for July 2027.

Sources: SRA SQE1 Assessment Specification from 1 September 2026, session map and blueprint; CPR 1.1 (SI 2024/839); CPR Part 25 (SI 2025/106); SI 2026/723. Accessed 4 November 2026.

The Deadlines on One Page

TICK THE BOX WHEN YOU KNOW THE FIGURE, WHAT STARTS THE CLOCK AND THE RULE

STEP	TIME	PAGE	DONE
Before and starting the claim			
Limitation: contract and tort From accrual (Limitation Act 1980 ss 2, 5)	**6 years**	06	☐
Limitation: personal injury From accrual or the date of knowledge, if later (s 11)	**3 years**	06	☐
Response to a letter before claim A reasonable time: 14 days if straightforward (PD Pre-Action Conduct para 6)	**14 days to 3 months**	05	☐
Serve the claim form Complete the step before midnight on the calendar day 4 months after issue (CPR 7.5)	**4 months**	08	☐
Deemed service of a claim form After the step is completed (6.14)	**2nd business day**	08	☐
Particulars served later After service of the claim form, and within the 4 months (7.4)	**14 days**	07	☐
Responding			
Acknowledgment of service After service of the claim form, or of the particulars if they follow (10.3)	**14 days**	10	☐
Defence After service of the particulars; 28 if an acknowledgment is filed (15.4)	**14 or 28 days**	10	☐
Agreed extension for the defence The defendant tells the court in writing (15.5)	**Up to 28 days**	10	☐
Disputing jurisdiction After filing the acknowledgment of service (Part 11)	**14 days**	10	☐
Directions questionnaire From service of the notice of proposed allocation; at least 14 on small claims (26.4)	**28 days**	13	☐
Applications and case management			
Application notice Served at least 3 days before the hearing (23.7)	**3 clear days**	12	☐
Summary judgment Notice of hearing; respondent's evidence; reply evidence (24.4, 24.5)	**14 / 7 / 3 days**	12	☐
Interim payment application Served at least 14 days before the hearing (25.21)	**14 days**	12	☐
Extension where a sanction applies Only by prior written agreement, no hearing date at risk (3.8)	**Up to 28 days**	13	☐
Evidence, costs and after trial			
Written questions to an expert After service of the report (35.6)	**28 days**	14	☐
Part 36 relevant period Stated in the offer (36.5)	**At least 21 days**	17	☐
Witness summons binding If served at least 7 days before the hearing (34.5)	**7 days**	18	☐
Trial bundle Filed by the claimant before the trial starts (39.5)	**7 to 3 days**	18	☐
Pay a money judgment From the judgment, unless it says otherwise (40.11)	**14 days**	18	☐
Appellant's notice After the decision, unless the lower court directs otherwise (52.12)	**21 days**	18	☐

Summary only: each rule has conditions on the page shown. CPR on justice.gov.uk; Limitation Act 1980 on legislation.gov.uk; checked 4 November 2026.

2 Before the Claim

"Litigation should be a last resort" (PD Pre-Action Conduct para 8). Before issuing, check limitation (page 06), choose the forum, follow the right protocol and try to settle.

Three ways to resolve a dispute

	Arbitration	Mediation	Litigation
Who decides?	A tribunal: "a third party deciding the dispute"	The parties: the mediator is "a third party facilitating a resolution"	The court
Binding?	The award is "final and binding" unless otherwise agreed (AA 1996 s 58)	Only if the parties agree terms	Judgment binds; pay within 14 days (CPR 40.11)
The courts	Intervene only as the Act provides (s 1(c)); must stay a claim covered by an arbitration agreement unless it is null and void, inoperative or incapable of being performed (s 9)	May order the parties to engage in ADR (CPR 3.1(2)(o))	Appeal usually needs permission (CPR 52.3)
Challenge	Jurisdiction (s 67), serious irregularity (s 68), point of law with agreement or leave, unless excluded by agreement (s 69): within 28 days (s 70(3))	The mediator decides nothing	Appellant's notice within 21 days (52.12)

The pre-action steps

Where no protocol applies: a letter before claim with the basis of the claim, a summary of the facts and what is wanted; a reply within a reasonable time, **14 days** if straightforward and **no more than 3 months** if very complex; and key documents (para 6).

The protocols

Specific protocols apply instead, for example Debt Claims (a business against an individual: **30 days** to reply), Personal Injury (reply in **21 days**, then up to **3 months** to investigate), Professional Negligence and Construction.

If a party does not comply

The court may order costs, costs on the indemnity basis, less interest for a claimant, or up to **10% above base rate** for a defendant (para 16). Unreasonably refusing ADR counts (para 14(c)).

ADR and the court

Since **1 October 2024** the overriding objective includes "promoting or using alternative dispute resolution" (1.1(2)(f)), and failing to engage in ADR is a conduct factor on costs (44.2(5)(e)).

Sources: PD Pre-Action Conduct paras 6, 8, 10, 14, 16; Debt Claims Protocol paras 1.1, 3.4; Personal Injury Protocol paras 6.2, 6.3; Arbitration Act 1996 ss 1, 9, 58, 67 to 70 (as amended by the Arbitration Act 2025 from 1 August 2025); CPR 1.1, 3.1, 40.11, 44.2, 52.3, 52.12. Accessed 4 November 2026.

Limitation

Most periods run from the date the cause of action accrued; the Act gives some claims another start, such as the date of knowledge. Proceedings start when the court issues the claim form (CPR 7.2), but for limitation the claim is "brought" on the earlier date the court office received it (PD 7A para 6.1). Issued only to protect limitation? Ask for a stay while you finish the pre-action steps (PD Pre-Action Conduct para 17).

Claim	Period	Source
Simple contract	**6 years from accrual**	Limitation Act 1980 s 5
Tort (other than below)	**6 years from accrual**	s 2
A specialty	**12 years from accrual**	s 8
Personal injury (negligence, nuisance or breach of duty)	**3 years from accrual or the date of knowledge, if later**	ss 11, 14
Negligence with latent damage, not personal injury	**6 years from accrual, or 3 years from knowledge if later**	s 14A
Longstop for s 14A claims	**15 years from the last negligent act or omission**	s 14B
Personal injury from sexual abuse of a child	**No time limit, from 29 June 2026**	s 11ZA; dismissal if no fair hearing (s 11ZB)

Date of knowledge

When the claimant first knew the injury was **significant**, that it was attributable to the act or omission, and who the defendant was. Not knowing it was negligent in law does not help (s 14(1)).

Disability

If the claimant was a minor (under 18) or lacked capacity **when the cause of action accrued**, time runs from when that ends: 6 years, or 3 for personal injury (ss 28, 38; Family Law Reform Act 1969 s 1).

Fraud, concealment, mistake

Time does not start until the claimant discovered it, or could with reasonable diligence have discovered it (s 32(1)).

Discretion: injury and death only

The court may let a personal injury or fatal accident claim proceed out of time if equitable, looking at the delay and reasons, the evidence, conduct, disability, promptness and advice taken (s 33).

Changes after the period has expired

Add a party after expiry	Only if the period was current when the claim started and the change is **necessary**: a party named by mistake, the claim cannot go on without it, or an interest passed on death or bankruptcy (19.6).
Add a new claim after expiry	Only if it arises out of the same or substantially the same facts as a claim already made; a genuine mistake in a name may be corrected (17.4).

Sources: Limitation Act 1980 ss 2, 5, 8, 11, 11ZA, 11ZB, 14, 14A, 14B, 28, 32, 33, 38; Family Law Reform Act 1969 s 1; CPR 7.2, 17.4, 19.6; PD 7A para 6.1; PD Pre-Action Conduct para 17. Accessed 4 November 2026.

3 Starting the Claim

Choose the court, issue the claim form with the particulars of claim, then serve it in time (page 08).

Question	The rule
High Court or County Court?	A money claim may start in the High Court only if worth **more than £100,000**; a personal injury claim only if **£50,000 or more** (not for clinical negligence: SI 1991/724 art 5). Above that, use the High Court if value, complexity or public importance justify it (PD 7A paras 2.1 to 2.4).
Specialist courts	The Business and Property Courts (Part 57A): the Commercial Court (Part 58), the Circuit Commercial Courts (Part 59) and the Technology and Construction Court (Part 60), among others. Since 1 October 2026 the Chancery Division is the Business and Property Division, and the Commercial Court sits in it (old names for January 2027, new for July 2027). A Welsh language practice direction applies to cases in or connected with Wales.
When does the claim start?	When the court **issues** the claim form (7.2).
What goes in the claim form?	A concise statement of the nature of the claim, the remedy sought and, for money, a statement of value: up to £10,000, £25,000 or £100,000, or more than £100,000 (16.2, 16.3).
The particulars of claim	A concise statement of the facts, with interest and its basis if claimed (16.4). In the claim form, served with it, or served within 14 days after it (7.4).
Statement of truth	Verifies statements of case: the maker "believes the facts stated … are true" (22.1). A false one can be contempt (32.14).
Issue fee for money	Banded up to £10,000 (£455 at the top band), then **5%** of the claim up to £200,000, and **£10,000** above that or if the value is not limited (fee 1.1).
Wrong or missing party?	Before service, amend freely; after it, with written consent or permission (17.1). The court may add or substitute a party (19.2), but after limitation only under 19.6 (page 06).

Applicable law: which country's law?

Contract (Rome I): the law the parties chose (art 3); otherwise fixed rules, such as the seller's habitual residence for a sale of goods (art 4). Tort (Rome II): where the damage occurs, not where the event happened, unless both parties live in the same country (art 4); a choice after the event is allowed (art 14).

Sources: PD 7A paras 2.1 to 2.4; CPR 7.2, 7.4, 16.2 to 16.4, 17.1, 19.2, 22.1, 32.14, Parts 57A, 58 to 60; Welsh language practice direction para 1.1; Civil Proceedings Fees Order 2008 Sch 1 fee 1.1 and GOV.UK form EX50 (updated 26 October 2026); Senior Courts Act 1981 ss 5, 6 and SI 2026/723; Regulation (EC) 593/2008 arts 3, 4 and Regulation (EC) 864/2007 arts 4, 14 on legislation.gov.uk. Accessed 4 November 2026.

Serving the Claim

Within the jurisdiction the court serves unless the claimant says it will (6.4). The clock that matters is the **step**, not the day the defendant reads it.

Question	The rule
How?	Personal service; first class post, DX or next-business-day delivery; leaving it at a permitted address; fax or other electronic means under PD 6A; or an alternative method the court allows (6.3). A company can be served personally by leaving it with "a person holding a senior position" (6.5).
Where, if no solicitor or address for service?	An individual: usual or last known residence. A company registered in England and Wales: its principal office, or a place of business in the jurisdiction with a real connection to the claim (6.9).
By when?	Complete the step (post it, leave it, send the email) **before midnight on the calendar day 4 months after issue**; 6 months to serve out of the jurisdiction (7.5).
Missed it?	Apply to extend, in time if possible. After expiry, only if the court failed to serve, or the claimant took all reasonable steps, **and** acted promptly (7.6(3)).
Cannot serve normally?	For good reason, the court may permit an alternative method or place, even after the event (6.15). A contract may also set the method for a claim solely about it (6.11).

Deemed service: two different rules

Document	Deemed served
Claim form, any method in the UK	**The second business day after the step is completed (6.14)**
Other documents: first class post or DX	**The second day after posting, if a business day; if not, the next business day (6.26)**
Other documents: personal, leaving, fax, email	**That day if done on a business day before 4.30pm; otherwise the next business day (6.26)**

A business day is any day except a Saturday, Sunday, bank holiday, Good Friday or Christmas Day (6.2).

Counting days

Periods are **clear days**: leave out the first day, and the day of any event that ends the period. In periods of 5 days or less, weekends and bank holidays do not count. If the court office is closed on the last day, filing there on the next open day is in time (2.8).

Out of the jurisdiction

No permission is needed for Scotland and Northern Ireland within the 1982 Act, or where a contract gives the court jurisdiction (6.32, 6.33). Otherwise, permission: a gateway in PD 6B para 3.1, and England and Wales must be the proper place (6.36, 6.37).

Rules: CPR 2.8, 6.2 to 6.5, 6.9, 6.11, 6.14, 6.15, 6.26, 6.32, 6.33, 6.36, 6.37, 7.5, 7.6; PD 6B para 3.1. Accessed 4 November 2026.

Worked Example: the Timetable

Invented facts. **Hollis Ltd** supplied goods to **Kestrel Ltd**, which has not paid. With interest, the claim is worth **£18,000**; a one-day trial is likely. Hollis's letter before claim got no reply. The court issues the claim form on **Monday 1 March 2027**, with the particulars of claim in it, and Hollis serves it itself by first class post on **Wednesday 3 March**.

Question	Answer	Why
Which pre-action rules applied?	**PD Pre-Action Conduct**	The Debt Claims Protocol covers a business claiming from an individual, not from a company. A reply was due in a reasonable time: 14 days if straightforward
Which court, and what fee?	**County Court; £900**	Not more than £100,000 (PD 7A). The fee is 5% of a claim between £10,000 and £200,000
Last moment to serve the claim form?	**Before midnight, Thursday 1 July**	The step must be done before midnight on the calendar day 4 months after issue (7.5)
When is it deemed served?	**Friday 5 March**	The second business day after posting: Thursday 4, then Friday 5 (6.14)
Acknowledgment of service due?	**Friday 19 March**	14 days after service of the claim form, as the particulars came with it (10.3)
Defence due, with no acknowledgment?	**Friday 19 March**	14 days after service of the particulars (15.4)
Defence due, if Kestrel acknowledges?	**Friday 2 April**	28 days after service of the particulars. Good Friday and Easter Monday fall inside, but count in a period over 5 days (2.8)
Longest agreed extension?	**Friday 30 April**	Up to 28 days more by agreement; Kestrel tells the court in writing (15.5)
Which track?	**Fast track**	Not more than £25,000 and a trial of one day at most (26.9)

Change one fact

If	Then
Kestrel does nothing at all by 19 March	Once 19 March has passed, Hollis files a certificate of service, as it served the claim form itself, and may request default judgment for the specified sum (6.17, 12.3, 12.4)
Hollis posts the claim form on Thursday 25 March instead	Deemed served **Wednesday 31 March**: Good Friday, the weekend and Easter Monday are not business days (6.2, 6.14)
Hollis emails the claim form at 5pm on 3 March, where PD 6A allows email	Still deemed served on Friday 5 March: 6.14 counts from the step. The 4.30pm rule is for other documents (6.26)
The particulars are to follow, emailed at 11am on Thursday 11 March	Served that day (6.26). Acknowledgment due Thursday 25 March; defence 25 March, or Thursday 8 April with an acknowledgment (10.3, 15.4)

Our example, invented facts. Bank holidays from GOV.UK. Rules: CPR 2.8, 6.2, 6.14, 6.17, 6.26, 7.5, 10.3, 12.3, 12.4, 15.4, 15.5, 26.9; PD 7A para 2.1; PD Pre-Action Conduct para 6; Debt Claims Protocol para 1.1; Civil Proceedings Fees Order 2008 fee 1.1.

4 Responding to a Claim

Once served with the particulars, the defendant may admit, defend, do both if admitting part, or acknowledge service (9.2). Doing nothing leads to default judgment (page 11).

Response	The rule
Acknowledgment of service	Needed if the defendant cannot defend within 14 days or wants to dispute jurisdiction (10.1). Due **14 days** after service of the claim form, or of the particulars if they follow (10.3). It buys time: the defence is then due at 28 days.
Defence	**14 days** after service of the particulars, or **28 days** if an acknowledgment is filed (15.4); the parties may agree up to **28 days** more and the defendant tells the court (15.5). Deal with every allegation: deny with reasons, require proof, or admit. One not dealt with is admitted, unless the defence sets out the defendant's case on that issue; the claimant must still prove the amount (16.5).
Admission	In writing, of all or part of a specified or unspecified sum, or of liability alone; the claimant may then request judgment (14.2). Withdrawing it needs permission (14.2(11), 14.5). Time to pay needs a statement of means (14.6).
Counterclaim and other claims	A counterclaim filed **with the defence** needs no permission (20.4). A claim for contribution or indemnity, or against a third party, can also be made without permission at that point (20.6, 20.7).
Dispute jurisdiction	File an acknowledgment, then apply within **14 days** with evidence; otherwise jurisdiction is accepted (Part 11). An arbitration clause? Apply for a stay after acknowledging service and before any step to answer the claim (AA 1996 s 9).

The claimant's turn

A reply is optional, and is filed with the directions questionnaire (15.8). Further information may be requested, and the court may order it (Part 18).

Amending and ending

Amend after service only with written consent or permission (17.1). A claimant who discontinues usually pays the defendant's costs up to service of the notice (38.6).

Withdrawing an admission

After issue, only with permission. The court weighs all the circumstances, including new evidence, prejudice to either side and the interests of the administration of justice (14.5).

Six months of silence

If 6 months pass after the defence period ends with no defence, admission or judgment sought, the claim is stayed; any party may apply to lift the stay (15.11).

Sources: CPR 9.2, 10.1, 10.3, Part 11, 14.2, 14.5, 14.6, 15.4, 15.5, 15.8, 15.11, 16.5, 17.1, Part 18, 20.4, 20.6, 20.7, 38.6; Arbitration Act 1996 s 9. Accessed 4 November 2026.

Default Judgment: the Decision Tree

Our method, built on CPR Parts 10, 12, 13 and 15. A Part 7 claim served in England and Wales. Ask the questions in order.

1 Has the time for acknowledging service or for the defence expired?

14 days, or 28 for the defence after an acknowledgment, plus any agreed extension (10.3, 15.4, 15.5).

NO → **Too early**
Default judgment needs the relevant time to have expired (12.3).

↓ YES

2 Has the defendant filed a defence, or an acknowledgment with time still running?

A defence to any part of the claim is enough to block it (12.3(1)).

YES → **No default judgment**
The claim goes on: allocation follows a defence (26.4).

↓ NO

3 Does a bar apply?

The defendant has applied to strike out or for summary judgment; the whole claim is paid; or all the money is admitted with a request for time to pay.

YES → **Not available (12.3(3))**
Deal with the application or the admission first.

↓ NO

4 Is it a Part 8 claim, or another claim excluded by 12.2?

YES → **Not available (12.2)**
Default judgment is a Part 7 remedy.

↓ NO

5 **Default judgment: request or application?**

A **request** on the form for a specified sum, an amount to be decided by the court, or delivery of goods with the option to pay their value (12.4(1)). A Part 23 **application** for any other remedy, or where the defendant is a child or protected party (12.4(3), 12.11).

Setting it aside

The court must set it aside (13.2)	The court may set it aside or vary it (13.3)
Wrongly entered: a condition in 12.3 was not met, or the whole claim was paid before judgment. No need to show a defence	A real prospect of defending, or some other good reason. The court looks at whether the application was **prompt**; evidence is required (13.4)

Run it: three claimants

Facts (claim form and particulars served together)	Stops at	Result
Day 16 after service of a £8,000 debt claim; no response at all	5	Default judgment by request
No defence, but the defendant has applied for summary judgment	3	Barred while the application is pending
Judgment was entered on day 12, before the 14 days had run	1	Wrongly entered: the court must set it aside

Our method and examples. Rules: CPR 10.3, 12.2 to 12.4, 12.11, 13.2 to 13.4, 15.4, 15.5, 26.4.

5 Interim Applications

An application notice states the order sought and, briefly, why (23.6). Serve it at least **3 clear days** before the hearing, unless a rule gives a longer period (23.7). Without notice is possible for good reason (25.3).

	Summary judgment	Interim payment	Interim injunction
The test	No real prospect of succeeding on the claim, defence or issue, **and** no other compelling reason for a trial (24.3)	One condition, such as an admission, a judgment for damages to be assessed, or that the claimant would win a substantial sum (25.23)	Granted at the court's discretion; the CPR set the procedure, not the test
Who applies	Either side; a claimant only after an acknowledgment or defence (24.4)	The claimant, not before the time for acknowledging service ends (25.21)	Either side, even before issue if urgent (25.2)
Notice	At least **14 days** of the hearing (24.4(5)); evidence 7 days, reply 3 days before (24.5)	Served **14 days** before the hearing, with evidence (25.21)	At least **3 days**, with evidence and a draft order (25.6)
Key point	A defendant need not file a defence before the hearing (24.4(4))	Not more than a reasonable proportion of the likely judgment (25.20); not told to the trial judge (25.25)	The applicant gives an undertaking in damages unless the court orders otherwise (25.9)

New numbers since 6 April 2025

Part 25 was rewritten. Interim payments are now **25.20 to 25.25**, injunction procedure **25.5 to 25.11** (PD 25A is revoked) and security for costs **25.26 to 25.29**. An answer citing the old 25.7 or 25.12 is out of date.

Without notice

The evidence must say why notice was not given (25.3). The order includes an undertaking to serve the papers and a return date for a further hearing (25.9(3)).

Freezing and search orders

Both are listed interim remedies (25.1). The evidence must be on affidavit (or affirmation), not a witness statement (25.13, 25.17; 32.15; PD 32 para 1.4).

Sources: CPR 23.6, 23.7, 24.3 to 24.5, 25.1, 25.2, 25.3, 25.6, 25.9, 25.20, 25.13, 25.17, 25.21, 25.23, 25.25 (Part 25 as substituted by SI 2025/106 from 6 April 2025); CPR 32.15; PD 32 para 1.4. Accessed 4 November 2026.

Case management and the tracks

The overriding objective is to deal with cases "justly and at proportionate cost": equal footing, saving expense, proportionality, speed and fairness, a fair share of court resources, **ADR**, and enforcing compliance (1.1). The parties must help the court further it (1.3).

After the defence, the court sends a notice of proposed allocation. The directions questionnaire is due on the date it gives: at least **28 days** later, or **14** on the small claims track, and the parties cannot change it by agreement (26.4). Ask for a one-month stay to settle in the questionnaire (26.5).

Track	Normal value	Main features
Small claims	**Up to £10,000**	Personal injury only if pain and suffering is not more than £1,500 (road traffic £5,000); no Part 31 disclosure or Part 36; costs very limited (26.9, 27.2, 27.14)
Fast	**Up to £25,000**	Trial of one day at most; fixed costs by complexity band; usually not more than 30 weeks from directions to trial (26.9, 26.14; PD 28)
Intermediate	**Up to £100,000**	Trial of 3 days at most; no more than two oral experts a party; fixed costs by band (26.9, 26.14)
Multi	**The rest**	Directions or a case management conference; costs budgets (29.2, 3.12)

Costs budgets

Multi-track Part 7 claims under £10 million: file with the questionnaire if the stated value is **less than £50,000**, otherwise **21 days** before the first case management conference. No budget: only court fees are recoverable (3.12 to 3.14).

Sanctions

A sanction in a rule or order applies unless relief is granted (3.8). Where a sanction applies, the parties may extend time only by **prior** written agreement, up to **28 days**, with no hearing date at risk (3.8(4)).

Relief from sanctions

The court considers all the circumstances, including the need for litigation to be efficient and at proportionate cost, and to enforce compliance (3.9). The application must be supported by evidence.

Strike out

No reasonable grounds, an abuse of process, or failure to comply with a rule, practice direction or order (3.4). An error of procedure does not invalidate a step unless the court orders (3.10).

Order to use ADR

The court may "order the parties to engage in alternative dispute resolution" (3.1(2)(o)), and must consider ordering or encouraging it when giving directions on the fast, intermediate and multi-tracks (28.7, 28.14, 29.2(1A)).

Sources: CPR 1.1, 1.3, 3.1, 3.4, 3.8 to 3.10, 3.12 to 3.14, 26.4, 26.5, 26.9, 26.14, 27.2, 27.14, 28.7, 28.14, 29.2; PD 28 paras 3.11, 10.1. Accessed 4 November 2026.



Evidence and Disclosure

Topic	The rule
Witness statements	At trial, facts are proved by oral evidence in public; at other hearings, in writing (32.2). A called witness's statement stands as their **evidence in chief** (32.5). Not served in time: no oral evidence without permission (32.10).
Affidavits	Required for a freezing injunction, a search order, or where a rule or order demands sworn evidence (32.15; PD 32 para 1.4). Sworn before someone independent of the parties (PD 32 para 9.2).
Hearsay	**Admissible** (Civil Evidence Act 1995 s 1). Give notice; serving a witness statement usually does it (CPR 33.2). No notice goes to costs and **weight**, not admissibility (s 2(4)); weight under s 4.
Opinion	An expert's opinion is admissible on a relevant matter; a lay witness's only to convey facts they perceived (Civil Evidence Act 1972 s 3).
Experts	Only with **permission** (35.4), only what is reasonably required (35.1), and their duty to the court overrides any duty to the client (35.3). Written questions within **28 days** of the report, to clarify (35.6).
Single joint expert	The court may direct one where two or more parties want expert evidence on an issue; each party copies its instructions to the others (35.7, 35.8).
Experts' discussion	Ordered to narrow the issues, with a joint statement; agreement binds the parties only if they expressly agree (35.12).

Cross-examination

A witness may be cross-examined on the whole statement, even on parts not mentioned in chief (32.11).

False statements

A false statement in any document verified by a statement of truth, made without an honest belief in its truth, can lead to contempt proceedings (32.14).

Relevance, admissibility and the burden and standard of proof come mainly from case law, not the CPR or the Acts: learn them from your course materials.

Sources: CPR 32.2, 32.5, 32.10, 32.11, 32.14, 32.15, 33.2, 35.1, 35.3, 35.4, 35.6 to 35.8, 35.12; PD 32 paras 1.4, 9.2; Civil Evidence Act 1995 ss 1, 2, 4; Civil Evidence Act 1972 s 3. Accessed 4 November 2026.

Disclosure and privilege

To disclose a document is to state that it exists or has existed (31.2). A document is "anything in which information of any description is recorded" (31.4), so emails and texts count. Part 31 does not apply on the small claims track (31.1).

Step	The rule
Standard disclosure	The documents a party relies on, and those that **adversely affect** its own case, adversely affect another party's case, or **support** another party's case (31.6), after a reasonable search (31.7), of documents in its **control** (31.8).
Intermediate and multi-track	Except personal injury: a disclosure report at least 14 days before the first case management conference, then the court chooses from a menu of orders (31.5).
The list	A list in the practice form with a disclosure statement on the search (31.10). The duty continues until the case ends (31.11).
Inspection	On written notice, within **7 days** (31.15). A party may inspect a document mentioned in a statement of case, witness statement or affidavit (31.14).
Not enough disclosed?	Apply for specific disclosure or inspection (31.12). Since 6 April 2026 the court may also order a party to ask someone else for documents (31.12A).
Before the claim	Pre-action disclosure if both are likely to be parties, the documents would be in standard disclosure, and early disclosure is desirable to dispose fairly of the case, help settle it or save costs (31.16).
From a non-party	Only after issue, if the documents are likely to support the applicant or harm another party, and it is necessary to dispose fairly of the claim or save costs (31.17).
Using what you see	Only for these proceedings, unless read in public, permitted, or agreed (31.22).

Privilege: the procedure

A privileged document is still disclosed, but inspection is withheld: state the right and its grounds in writing, in the list (31.19(3)). If one is shown by mistake, the other side may use it only with permission (31.20).

Without prejudice

A Part 36 offer is "without prejudice except as to costs" and is not told to the trial judge until the case is decided (36.16).

Electronic documents: PD 31B asks for a proportionate, agreed approach in multi-track cases. Business and Property Courts: PD 57AD replaces Part 31 there, apart from the rules it reproduces.

Run it: Kestrel's documents (our example)

Document in Kestrel's control	Disclose?	Why
The delivery notes Kestrel relies on	**Yes**	Documents it relies on (31.6(a))
An internal email admitting the goods were fine	**Yes**	Adversely affects its own case (31.6(b))
Its solicitor's advice on the claim	**List it; withhold inspection**	Claim privilege in writing in the list (31.19(3))

Sources: CPR 31.1, 31.2, 31.4 to 31.8, 31.10 to 31.12A, 31.14 to 31.17, 31.19, 31.20, 31.22, 36.16; PD 31B para 3; PD 57AD para 1.8. Legal advice and litigation privilege, and the without prejudice rule, come from case law. Accessed 4 November 2026.

7 Costs, Trial and Enforcement

The general rule: the **unsuccessful party pays** the successful party's costs, but the court has a discretion and looks at conduct, partial success and any admissible offer (44.2). Conduct now includes failing to engage in ADR (44.2(5)(e)).

Topic	The rule
Standard or indemnity	Standard basis: only proportionate costs, with doubt resolved for the **paying** party. Indemnity basis: no proportionality test, doubt resolved for the **receiving** party. If not stated, standard (44.3).
Assessed or fixed	Summary assessment at the hearing, or detailed assessment, started within **3 months** of the judgment (44.6, 47.7). Fast and intermediate track claims have fixed costs by complexity band 1 to 4 (26.14, Part 45).
Paying costs	Within **14 days** of the judgment or order, or of the certificate after detailed assessment (44.7).
Non-parties	Join them for costs only and give them a chance to be heard (46.2).
Security for costs	A defendant may ask, with written evidence, if just and a condition applies: for example, a claimant resident abroad, or a company there is reason to believe cannot pay (25.26, 25.27).
Personal injury	Qualified one-way costs shifting: costs against a claimant are enforced without permission only up to the damages, costs and interest ordered for them (44.14).

Part 36 in four lines

In writing, saying it is under Part 36, with a relevant period of **at least 21 days** (36.5). Made when served (36.7). Accepted by written notice, at any time unless withdrawn (36.9, 36.11). The consequences after judgment are in 36.17: see the worked example on page 17.

Small claims

The court may order very limited costs only, though unreasonable behaviour can be penalised. Rejecting an offer is not, of itself, unreasonable (27.14).

Discontinuing

Unless the court orders otherwise, a claimant who discontinues pays the defendant's costs up to service of the notice; not on the small claims track (38.6).

Sources: CPR 25.26, 25.27, 26.14, 27.14, 38.6, 36.5, 36.7, 36.9, 36.11, 36.17, 44.2, 44.3, 44.6, 44.7, 44.14, 46.2, 47.7, Part 45. Accessed 4 November 2026.

Worked Example: Part 36

Invented facts and figures. **Lark Ltd** claims £120,000 from **Moss Ltd** on the multi-track. On **Tuesday 4 May 2027** at 10am, Moss emails Lark's solicitors, who have agreed in writing to accept service by email (PD 6A para 4.1), a Part 36 offer to pay **£60,000**, with a relevant period of 21 days. At 11am the same day, Lark serves its own Part 36 offer to accept **£90,000** on the same terms.

Question	Answer	Why
When is Moss's offer made?	**Tuesday 4 May**	When served (36.7): an email sent on a business day before 4.30pm is served that day (6.26)
When does the relevant period end?	**Tuesday 25 May**	21 clear days, counted from 5 May (2.8, 36.5)
Lark accepts on 20 May. Costs?	**Lark's costs to acceptance**	Accepted within the relevant period: costs up to the date notice of acceptance is served (36.13(1))
Lark accepts on 15 June instead	**Split at 25 May**	Unless unjust: Lark's costs to 25 May; Lark pays Moss's costs from 25 May to 15 June (36.13(4), (5))
Moss withdraws on 10 May	**Effective 25 May**	Notice served during the relevant period takes effect when it ends. If Lark accepts first, the acceptance stands unless Moss applies to the court within 7 days (36.9, 36.10)
Is the trial judge told?	**No**	Not until the case is decided (36.16)

After trial: five judgments

Judgment for Lark	Which offer is beaten?	Consequences, unless unjust (36.17)
£55,000	Neither: Lark fails to beat £60,000	Moss gets its costs from 25 May, with interest on those costs (36.17(3))
£60,000	Neither: not "more advantageous"	The same: Lark must do better than Moss's offer, by any amount (36.17(1)(a), (2))
£75,000	Moss's offer beaten; Lark's not reached	No Part 36 consequences: costs follow the general rule and the court's discretion (44.2)
£90,000	Lark's own offer matched	"At least as advantageous": interest up to 10% above base rate, indemnity costs and interest on costs from 25 May, and an additional **£9,000** (36.17(1)(b), (4))
£100,000	Lark's own offer beaten	The same, with an additional **£10,000**: 10% of the sum awarded (36.17(4)(d))

The additional amount

10% of the first £500,000 and 5% above that, never more than £75,000. An award of £600,000 adds £55,000.

Other offers

An offer outside Part 36 can still count: the court weighs any admissible offer on costs (44.2(4)(c)), but without the fixed consequences.

Small claims

Part 36 does not apply on the small claims track (27.2).

Our example, invented figures and dates. Rules: PD 6A para 4.1; CPR 2.8, 6.26, 27.2, 36.5, 36.7, 36.9, 36.10, 36.13, 36.16, 36.17, 44.2.

Trial, judgment and appeals

Before trial	The rule
Pre-trial checklist	The listing questionnaire. Fast and intermediate tracks: filed not more than **8 weeks** before trial (28.4), and the court gives at least **3 weeks'** notice of the trial (28.5). Multi-track: by the date in the directions (29.6).
Witness summons	Issued by the court to make a witness attend or produce documents (34.2); binding if served at least **7 days** before (34.5).
Notice to admit facts	No later than **21 days** before trial (32.18).
Trial bundle	Filed by the claimant not more than **7** and not less than **3 days** before trial (39.5).
In public	The general rule, even if the parties would prefer privacy (39.2).

Judgment	The rule
Time to pay	**14 days** from the judgment, including costs, unless it says otherwise (40.11).
Interest on the claim	Simple interest at the court's discretion up to judgment (Senior Courts Act 1981 s 35A; County Courts Act 1984 s 69).
Interest on the judgment	**8%** a year on High Court judgments (Judgments Act 1838 s 17; SI 1993/564). County Court judgments carry it only if **£5,000 or more**, and not on regulated Consumer Credit Act debts (SI 1991/1184).

Appeals	The rule
Permission	Needed for most appeals: ask the lower court at the hearing, or the appeal court in the notice (52.3).
The test	A real prospect of success, or some other compelling reason (52.6). A second appeal needs the Court of Appeal's permission: a real prospect and an important point of principle or practice, or another compelling reason (52.7).
Time	Appellant's notice filed within **21 days** of the decision, unless the lower court directs otherwise; a sealed copy served within **14 days** of sealing (52.12).
Where to?	District judge to circuit judge; circuit judge to High Court judge; Master or district judge of the High Court to a High Court judge; High Court judge to the Court of Appeal (PD 52A).
Grounds	A review, not a rehearing: allowed if the decision was **wrong**, or **unjust** because of a serious procedural or other irregularity (52.21).

After judgment: the clocks that start

14 days to pay (40.11) · **21 days** to file an appellant's notice (52.12) · **3 months** to start detailed assessment (47.7) · then enforcement if unpaid (page 19).

Modes of address, courtroom etiquette and leading questions are practice points, not CPR rules: learn them from your course materials.

Sources: CPR 28.4, 28.5, 29.6, 32.18, 34.2, 34.5, 39.2, 39.5, 40.11, 47.7, 52.3, 52.6, 52.7, 52.12, 52.21; PD 52A paras 3.3 to 3.5; Senior Courts Act 1981 s 35A; County Courts Act 1984 s 69; Judgments Act 1838 s 17; SI 1993/564; SI 1991/1184. Accessed 4 November 2026.

Enforcing a Money Judgment

A judgment is only worth what you can collect. First find out what the debtor has, then pick the method that fits the asset. The creditor may use more than one method, at the same time or one after another (70.2(2)).

Method	Target	How it works
Order to obtain information	Finding the assets	The debtor, or an officer of a company debtor, must attend court and answer questions about means (71.2)
Taking control of goods	Goods	A writ of control in the High Court, a warrant of control in the County Court (Parts 83, 84)
Third party debt order	Money owed to the debtor, such as a bank balance	An interim order without a hearing, then a hearing at least 28 days later, then a final order to pay the creditor (72.4)
Charging order	Land or securities	Interim, then final order; objections within 28 days; a sale needs a separate claim (73.4, 73.10, 73.10C)
Attachment of earnings	Wages	**County Court only**, through the Civil National Business Centre (70.2; 89.3)

Which court enforces against goods?

County Court judgment for	Enforce by
£5,000 or more	High Court only, after transfer there for enforcement (83.19)
£600 to under £5,000	Either court
Less than £600	County Court only
Any sum under a regulated Consumer Credit Act agreement	County Court only

Run it: Hollis enforces (our example)

Invented facts. Hollis Ltd has a County Court judgment for £19,000 against Kestrel Ltd. Kestrel has not paid.

Question	Answer	Why
When can Hollis enforce?	**After 14 days**	Kestrel had 14 days from judgment to pay (40.11)
Hollis does not know what Kestrel owns	**Order to obtain information**	A director or other officer attends court to answer questions (71.2)
Kestrel has goods at its warehouse	**Writ of control**	£5,000 or more: transfer to the High Court (art 8; 83.19)
Kestrel has £25,000 in a bank account	**Third party debt order**	Interim order, then a hearing and a final order against the bank (72.4)
Kestrel owns its warehouse	**Charging order**	Interim, then final; a sale needs a separate claim (73.10C)
Does the judgment carry interest?	**Yes**	A County Court judgment of £5,000 or more (SI 1991/1184)

Our example. Rules: CPR 40.11, 70.2, 71.2, 72.4, Part 73, 83.19, Parts 84, 89; SI 1991/724 art 8; SI 1991/1184.

Exam Traps

Ten ways a plausible option can be wrong. Check every answer against them.

1. The step, not receipt

The 4 months for a claim form is met by completing the step, such as posting it, before midnight. Deemed service can fall later.

2. Second business day or second day?

A claim form: the second business day after the step. Other documents by post: the second day, if it is a business day.

3. The defence runs from the particulars

14 or 28 days after service of the particulars of claim, not after the acknowledgment is filed.

4. Twenty-eight days, once

The parties can add up to 28 days to the defence, and the defendant tells the court. Where a sanction applies, the agreement must come first.

5. Jurisdiction: act fast

Apply within 14 days after filing the acknowledgment. File a defence instead and jurisdiction is accepted.

6. Hearsay is admissible

No notice affects weight and costs, not admissibility. An expert needs permission; a witness of fact does not.

7. Old rule numbers

Interim payments are now 25.20 to 25.25 and security for costs 25.26 to 25.29. ADR is 1.1(2)(f) and 3.1(2)(o).

8. "More than" or "or more"

High Court money claims: more than £100,000. Personal injury: £50,000 or more. Fast track to £25,000, intermediate to £100,000.

9. A draw goes to the defendant

A claimant must get more than a defendant's Part 36 offer, but only match their own offer to win the enhanced award.

10. Limitation extensions

Disability counts only if it existed when the cause of action accrued. The s 33 discretion is for personal injury and death claims only.

Before you choose, ask three questions

1

Where are we on the timeline: pre-action, issue, response, interim, trial or after?

2

What starts the clock: issue, the step, deemed service, filing, or the decision?

3

Who must do what, by when, and what happens if they do not?

Test yourself

Cover the answers and give yourself a minute for each. All names, dates and figures are invented; each claim is a Part 7 claim in England and Wales, served within the jurisdiction.

1 A claim form is issued on Wednesday 10 February 2027. By when must the step for service be completed?

Answer. Before **midnight on Thursday 10 June 2027**: the calendar day 4 months after issue (7.5).

2 A claim form is posted first class on Monday 5 July 2027. When is it deemed served?

Answer. Wednesday 7 July: the second business day after posting (6.14).

3 A letter in the proceedings is posted first class on Friday 9 July 2027. When is it deemed served?

Answer. Monday 12 July: the second day is a Sunday, so the next business day (6.26).

4 Particulars served with the claim form are deemed served on Friday 5 March 2027. The defendant acknowledges service. When is the defence due?

Answer. Friday 2 April: 28 days after service of the particulars (15.4).

5 The parties agree to extend the time for the defence by 28 days. Do they need the court's permission?

Answer. No. The defendant must notify the court in writing (15.5).

6 A £30,000 contract claim needs a two-day trial. Which track is normal?

Answer. The **intermediate track**: over £25,000 and longer than one day, but not more than £100,000 (26.9).

7 Can an £80,000 debt claim be started in the High Court?

Answer. No: a money claim must be worth more than £100,000 (PD 7A para 2.1).

8 No defence has been filed, but the defendant has applied for summary judgment. Can the claimant get default judgment?

Answer. No, while the application is pending (12.3(3)).

9 A witness statement contains hearsay and no separate notice was given. Is the hearsay inadmissible?

Answer. No. It is admissible; the failure may affect weight and costs (Civil Evidence Act 1995 ss 1, 2(4)).

10 The other side's expert report is served on Tuesday 1 June 2027. By when must written questions be put?

Answer. Within 28 days of service: by **Tuesday 29 June** (35.6).

11 The defendant's Part 36 offer was £50,000. Judgment is for £50,000. Who gets the costs after the relevant period?

Answer. The **defendant**, with interest on them, unless unjust: the claimant did not get a more advantageous judgment (36.17(1)(a), (3)).

12 A creditor wants to enforce a £3,000 County Court judgment against goods. Which court?

Answer. Either: only £5,000 or more must go to the High Court, and only under £600 must stay in the County Court (SI 1991/724 art 8).

Your Dispute Resolution Checklist

Tick a line only when you can explain it from blank paper, in order, in under two minutes.

Before the claim

- [ ] I can compare arbitration, mediation and litigation, and say when the court stays a claim for arbitration (page 05)
- [ ] I know the pre-action steps, the main protocols and the sanctions for ignoring them (page 05)
- [ ] I can state the limitation periods and the extensions, and the applicable law rules (pages 06 and 07)

Starting and responding

- [ ] I can choose the court, and say what goes in the claim form and particulars (page 07)
- [ ] I can work out the last day for service and the deemed date of service (pages 08 and 09)
- [ ] I can date the acknowledgment, the defence and any extension (pages 09 and 10)
- [ ] I can run the default judgment tree and the setting-aside tests (page 11)

Interim applications, case management and evidence

- [ ] I know the tests and notice periods for summary judgment, interim payments and injunctions (page 12)
- [ ] I can allocate a claim to a track and explain budgets, sanctions and relief (page 13)
- [ ] I know the rules on witness statements, hearsay and experts (page 14)
- [ ] I can explain standard, specific, pre-action and non-party disclosure, and privilege (page 15)

Costs, trial and after

- [ ] I know the costs rules and can work through every Part 36 outcome (pages 16 and 17)
- [ ] I know the trial steps, judgment interest and the appeal rules (page 18)
- [ ] I can match each enforcement method to an asset and a court (page 19)

On the day

- [ ] I ask the three questions on page 20, and I have scored twelve out of twelve on the self-test, under time (page 21)

Make the method automatic

STEP 1

Learn the deadlines

The one-page table on page 04: cover the time column and test yourself.

STEP 2

Place the question

Find the stage of the claim before you read the options.

STEP 3

Run the examples

The timetable on page 09, the tree on page 11 and Part 36 on page 17, from blank paper.

STEP 4

Test yourself

The twelve questions on page 21, then the traps on page 20.

STEP 5

Build exam pace

Full-length SQE1 mocks in the 2027 format (2 x 85 questions).

STEP 6

Questions?

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Civil procedure rewards knowing the next step and its deadline. Each morning, cover the figure column on page 04 and say each time limit and its rule. Then run the timetable on page 09 from blank paper.



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