**Model  
Tomlin  
Order**

2020 Edition

**Model Tomlin Order**

**Attachment to Model Settlement Agreement**

This is a Tomlin Order, used in the courts of England and Wales to bring an effective end to proceedings without entering judgment, but enabling agreed obligations to be enforced by court order within the old action if not performed as agreed and avoiding any need to start a fresh action.

[Action heading]

UPON the Parties to this Action consenting to the terms set out below

BY CONSENT IT IS ORDERED that

1. All further proceedings in this case be stayed upon the terms set out in the Settlement Agreement between the Parties dated ....., an original of which is held by each of the Parties’ solicitors [OR CEDR/the Mediator]

OR

set out in the Schedule to this Order

except for the purpose of enforcing the terms of that Agreement.

1. Either Party/Any of the Parties may apply to the court to enforce the terms of the said Agreement [or to claim for breach of it] without the need to commence new proceedings.
2. There be no order as to the costs of this action

OR

[A/B] do pay [B/A]’s costs of this action on the standard/indemnity basis subject to detailed assessment if not agreed][[1]](#footnote-1).

WE CONSENT to an order in these terms

............................................................................ [Black & White], Claimant’s Solicitors

............................................................................ [Red & Green], Defendant’s Solicitors

1. A consent order has to contain whatever is agreed as to the costs of the action in the main body of the Order, to provide the basis for detailed assessment of costs if required in the event that the amount cannot be agreed [↑](#footnote-ref-1)