

GETTING YOUR JUST DESERTS: REMEDIES FOR BREACH OF CONTRACT

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Legal Briefings – By **Natasha Johnson, Rachel Lidgate and John Ogilvie**

Establishing that a counterparty is in breach of contract is only the first hurdle to obtaining proper redress. It is just as important for the innocent party to show that it has suffered a loss as a result of the breach, and to prove what that loss is, or to establish that it should be entitled to some other remedy such as an injunction.

Otherwise, the innocent party is likely to be awarded only nominal damages and may even be required to pay legal costs.

In this ninth of our series of contract disputes practical guides, **Natasha Johnson, Rachel Lidgate** and **John Ogilvie** consider the principal remedies available for breach of contract, focusing in particular on damages and how they are assessed, and provide some practical tips.

You can click [here to download the PDF guide](#) or contact [Jane Webber](#) to access the archived version of our hour-long webinar exploring these issues.

If you would prefer a shorter version focusing on key practical tips, which may appeal in particular to business colleagues, Rachel has also presented [this 12 minute podcast](#).

The eight previous editions in the series, listed below, can be accessed from [this page](#) of our Litigation Notes blog:

- When do you have a binding contract? It may be more (or less) often than you think

- What does your contract mean? How the courts interpret contracts
- Pre-contractual statements: When can they come back to bite you?
- How far can you act in your own self-interest? The role of good faith in commercial contracts
- Endeavours obligations: How hard do you have to try?
- Defining your liability in advance: Liquidated damages, limitation and exclusion clauses
- English law contracts post-Brexit: What changes should commercial parties expect?
- Terminating your contract: When can you call it quits?

KEY CONTACTS

If you have any questions, or would like to know how this might affect your business, phone, or email these key contacts.



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