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I am a property developer and for the last few years have used a particular building materials supplier in my residential projects. I have never had any trouble with them until the start of the year when a new general manager started. He has been difficult to work with and most recently a consignment of materials for a huge project was delivered ten days late, which has delayed matters considerably. When I raised this he referred me to the contract, which states only that materials be delivered within a reasonable period. Do I have a claim against them?

Your contract does not prescribe a specific time period in which deliveries should be made but falls back on a test of what is "reasonable". In order to determine if you have a claim for breach of contract, the first question is whether the supplier knew of the significance of the due delivery date. It may be that this was obvious but is there email traffic confirming how important it was for this delivery to be on time?

If this was the case, and it should have been obvious to your supplier that considerable loss would be suffered if the delivery was significantly delayed, you may well have a claim – unless the supplier can justify the delay by circumstances beyond his reasonable control.

You should tell him that you are not satisfied by his reference to the contract clause about delivery within a reasonable period and that he needs to explain why the delivery was so late, in circumstances where he knew that you would suffer loss by the delay.

If he fails to provide a satisfactory explanation, you can threaten him with legal proceedings if he does not compensate you. This would be a classic case for a mediated settlement either before litigation or after it has been commenced. For claims of up to £50,000 there is a fixed price mediation service available through the courts.

Charles Gordon is a panellist with JAMS International, an alternative dispute resolution provider

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