**Statement of Fact and Charter Party extract**

**1. Despatch payable on "working time saved"**.

A GENCON Berth charter party, with modifications and rider clauses, provides for:

 Cargo: Full cargo bulk maize subject to vessel's capacity; expect vessel to load about' 40,500 metric tons for carriage to discharging port.

Laytime for loading: 5,000 mt per WWD, SHEX, u.u.

Laytime for discharging: 5000 mt per WWD, SHEX, u.u.

Laytime clause: "Laytime for loading and discharging shall commence at 3 p.m., if Notice of Readiness is given before noon time and at 7 a.m. next working day if notice given during office hours after noon time. Time actually used before commencement of laytime shall count.

Time lost in waiting for berth to count as loading or discharging time as the case may be."

Demurrage and despatch clause: "At loading and discharging ports demurrage at the rate of US$25,000 per day or pro rata for any part of a day to be paid by Charterers. Despatch at the rate of US$12,500 per day or pro rata for any part of a day to be paid by Owners for working time saved."

Statement of facts - Discharge port:

Vessel arrived at anchorage: 0900 hours on Wed-14 August

Vessel berthed: 2100 hours on Thu. 15 August

Notice of Readiness tendered: 1030 hours on Wed. 14 August

Discharging commenced: 1950 hours on Thu. 15 August

Adverse weather interrupted discharging for 5 hours on Fri.16 August

Discharging equipment broke down for 3 hours on Mon. 19 August

Discharging completed: 2100 hours on Wed. 21 August

Prepare the laytime calculation to determine demurrage/despatch as per charterparty.