Dear Kies een item. Klik of tik om naam in te voeren.,

On Klik of tik om een datum in te voeren. we received your message in which you mention that we cannot return empty containers. You state that Evergreen currently does not have any location which accepts empty containers, since all locations are full. Regarding detention charges, you refer to the shipper in order to gain extra free detention time. All other extra charges are being declined.

We hereby – now for then – decline all costs Evergeen claims from us or our customer in connection with the later return of empty containers.

Detention is being claimed in order to stimulate the counterparty of the carrier (the shipper, or after accession the consignee) to return an empty container as soon as possible. The rationale behind these charges is that it is in the sphere of influence of the counterparty of the carrier to avoid detention charges.

In this case we do not have any influence on the appearance of the detention. We are willing and able to return the empty container in time, provided that Evergreen informs us of the place where the empty container can be returned. We understand that there is a lot of congestion. This problem, however, has many causes. We expressly point out that it is your obligation to appoint a location where the empty container can be returned. Since you are failing to do so, it is attributable to your fault that costs arises because empty containers are being returned after the free time has lapsed. That you find yourself unable to appoint a location because of the congestion, is in your sphere of influence.

Claiming costs, as detention, for the containers which cannot be returned because of the congestion, while we are able and willing to timely return the container to a location as appointed by Evergreen, is in violation of the reasonableness and fairness. In this respect, we would like to stress out for example the [FMC’s Interpretive Rule on Demurrage and Detention under the Shipping Act](https://www.federalregister.gov/documents/2020/05/18/2020-09370/interpretive-rule-on-demurrage-and-detention-under-the-shipping-act) – which has also been included in the Ocean Shipping Reform Act – and the [FIATA’s Best Practices, Demurrage and Detention in Container Shipping](https://fiata.org/fileadmin/user_upload/documents/recent_views/MTI/FIATA_World_Congress_2018_-_Presentation_New_Working_Group_Sea_-Best_Practice_Guide_on_demurrage_and_detention-.pdf), to which is also referred to in CLECAT’s [briefing ‘Demurrage and Detention Practices in Shipping’](https://www.clecat.org/media/CLECAT%20Briefing%20&%20Industry%20Recommendations%20Paper%20on%20D&D%20Practices%20in%20Shipping_1.pdf).

Furthermore, we are surprised by your request to contact the shipper in order to gain extra free time. Since you are unable to appoint a location where the empty containers can be returned, free time should be extended until empty containers can reasonably and actually be returned at a location as appointed by you. Requiring shippers to make a request for extra free time only results in extra administrative costs, and thus damages.

We are thus, now for then, declining all costs Evergreen claims from us or our customer in connection with exceeding the free time, and this the later return of containers for which Evergreen fails to appoint a terminal, or the situation in which the appointed terminal refuses to accept an empty container because of the congestion. Furthermore, we request Evergreen to extend all free time until empty containers can reasonably and actually be returned at a location appointed by Evergreen.

We expressly reserve our right to claim costs and damages from Evergreen for every day that we, or our client, has to store the empty container because you are unable to appoint a location where the empty container can be returned.

Under the preservation of all rights and defences we entrust to have informed you sufficiently.

Yours sincerely,