

Rixton and Warburton Toll Bridge

1 Who operates Rixton and Warburton Toll Bridge?

- 1.1 Rixton and Warburton Toll Bridge (**'the Bridge'**) is owned and operated by The Manchester Ship Canal Company Limited (company number 07438096) (**'the Company'**).
- 1.2 The Company's address is: Maritime Centre, Port of Liverpool, Liverpool, Merseyside, L21 1LA.

2 Crossing the Rixton and Warburton Toll Bridge

- 2.1 Anyone who pays the relevant Toll may cross the Bridge by Motor Vehicle. Some Motor Vehicles are permitted to cross the Bridge free from payment of the Toll, as explained below.
- 2.2 Anyone may cross the Bridge on foot, by bicycle, or on horseback without paying a Toll.
- 2.3 Motor Vehicles exceeding 3 tonnes are currently not permitted on the Bridge.
- 2.4 Use of the Bridge is subject to the restriction on the Company's liability set out at section 5 below.

3 Tolls

- 3.1 The Bridge Toll for each crossing is 12p per Motor Vehicle (regardless of the number of passengers) or 25p to cross multiple times in the same Motor Vehicle on the same day.
- 3.2 To cross the Bridge using a Motor Vehicle you must pay the Toll in cash at the Toll Gate at the Bridge at the time you cross, or annually in advance by following the instructions below.
- 3.3 As of the date of these Terms and Conditions, the following types of Motor Vehicles are permitted to cross the Bridge free from the payment of the Toll:
 - 3.3.1 motorcycles, mopeds and scooters;
 - 3.3.2 funeral cars and associated Motor Vehicles in the funeral procession;
 - 3.3.3 liveried emergency service Motor Vehicles including ambulances, fire engines and police patrol vehicles;
 - 3.3.4 public transport Motor Vehicles
 - 3.3.5 armed forces Motor Vehicles;
 - 3.3.6 Motor Vehicles driven by employees of the Company on official duty on display of their identity pass.

4 Paying the Tolls annually in advance for Motor Vehicle crossings

- 4.1 The Company will accept payment of Bridge Tolls for a Motor Vehicle in advance as a single payment of £72 per year which will be reduced on a pro-rata basis for any passes bought within the relevant year, to cover the remainder of the calendar year, on the terms set out below.
- 4.2 If you wish to pay the Bridge Toll in advance you must complete the application on this website and pay the single advance payment in the manner set out below.
- 4.3 The Company only accepts advance payment by Credit or debit card via this website.
- 4.4 Your application must state the registration number of the Motor Vehicle you wish to pay for.
- 4.5 Within 14 days after receipt of your advance payment the Company will issue a Bridge Pass to you for the Motor Vehicle specified in the application form. The Bridge Pass is valid for the year stated on the Bridge Pass.
- 4.6 The Company will not charge Tolls for a Motor Vehicle displaying a valid Bridge Pass. An advance payment will not count towards the Toll chargeable for a crossing if the Motor Vehicle is not displaying a valid Bridge Pass, and the Company will charge the normal cash Toll for the Motor Vehicle in that situation.
- 4.7 Your advance payment and the Bridge Pass are not transferable between Motor Vehicles and are not refundable. Your Bridge Pass is valid only when displayed in the Motor Vehicle for which it is issued.
- 4.8 If you lose your Bridge Pass you may obtain a replacement by contacting us via this website. We may charge an administration fee of £10 for replacing a lost Bridge Pass. We will not be required to compensate you for the cost of crossings paid in cash whilst the Bridge Pass is lost.
- 4.9 Accepting advance payment of Tolls does not affect the Company's legal rights to operate, maintain, or close the Bridge. The Company does not guarantee that the Bridge will be open at any particular time and may temporarily close the Bridge for any reason, including (but not limited to) repairs or re-construction. The Company will not be required to compensate you or issue refunds for any closures of the Bridge.
- 4.10 The Company or Highway Authority may impose additional or alternative weight, height, width and/or speed restrictions on the Bridge and its approach roads at the Company's or Highway Authority's discretion. The Company will not be required to compensate you for such changes or offer any refund, even if the changes mean that you can no longer cross the Bridge using the Motor Vehicle you have paid in advance for.
- 4.11 For enquiries about paying Tolls in advance you can contact the Company via this website.

5 Bridge Pass Privacy Notice

- 5.1 At Peel Ports we are committed to respecting your privacy. Peel Ports is made up of different legal entities, details of which can be found on the Peel Ports website at <https://www.peelports.com/legal-info>. The Company and Peel Ports Group Limited group of companies (Peel Ports) are "data controllers". This means that we are responsible for deciding how we hold and use personal information about you. We have appointed a Group Data Protection Officer (contact details set out below), who, inter alia, is responsible for overseeing

questions in relation to this Bridge Pass Privacy Notice. Our general Privacy Notice is available at www.peelports.com/privacy-notice or on request. This notice is specifically in relation to the Bridge Pass issued and administered by the Company, which is the data controller of all data collected in connection with that purpose.

5.2 Personal data we collect and why.

When applying for your Bridge Pass, personal identification data will be collected from you by the Company. We will collect:

- Name;
- Address;
- Registration number for the Motor Vehicle;
- IP/e-mail address; and
- Credit or debit card details for the purposes of your advance payment.

The legal basis for processing this information is that it is in the Company's legitimate interest to hold the above information to issue and administer the relevant Bridge Pass.

5.3 How do we protect your personal data?

The Company will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our general privacy notice set out at www.peelports.com/privacy-notice.

The data you provide will be stored in a secure database or secure storage location and will only be used for the purpose of issuing and administering the Bridge Pass.

The Company has put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where the Company is legally required to do so. Your personal data is stored in electronic records, which are maintained by the Company. We will not export your data outside of the EEA unless stated or required to do so as per the next section of this notice.

5.4 Who do we share your personal data with?

In some circumstances we may share your personal data with the parties set out below:

- Companies within Peel Ports Group that act as joint controllers or processors and are based in the European Economic Area in order to provide IT, administration and support services.
- Third parties (including service providers and professional advisers acting as processors who provide administration and support services).
- The Company has engaged Shopify Inc., a Canadian corporation with offices at 150 Elgin Street, Suite 800, Ottawa, ON, K2P 1L4 ("Shopify") (which is certified as a PCI DSS Level 1 compliant service provider) as a service provider to securely process your advance payment for the Bridge Pass. Such processing is carried out within the EEA by Shopify's Irish affiliate Shopify International Ltd however personal data may be transferred to Canada or the USA by Shopify on computer servers in the U.S. where such computer servers are managed and controlled by an entity that is either subject to Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) or E.U./U.S. Privacy Shield certified or in jurisdictions otherwise in compliance with applicable EEA data protection legislation. Via its arrangements with Shopify, the Company has appointed Stripe Payments Europe Ltd ("Stripe"), a company incorporated in Ireland, whose registered office is situate at c/o A&L Goodbody, IFSC, North Wall Quay, Dublin 1 as a processor for the purposes of securely processing your payment for the Bridge Pass however personal data may be transferred to the USA on computer servers in the U.S. where such computer servers are managed and controlled by an entity that is E.U./U.S. Privacy Shield certified. For more insight, you may also want to read the Shopify Terms of Service at <https://www.shopify.com/legal/terms> or Shopify Privacy Statement at

<https://www.shopify.com/legal/privacy> or Stripe's Privacy Policy at <https://stripe.com/us/privacy>

The Company will share your personal information with third parties where required by law or where we have another legitimate interest in doing so. We require third parties to respect the security of your data and to treat it in accordance with the law. We do not allow our employees or these third parties to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

There are certain other exceptional circumstances in which we may disclose your information to third parties. This would be where we believe that the disclosure is:

- required by law, or in order to comply with judicial proceedings, court orders or legal or regulatory proceedings;
- Necessary to protect the safety of our employees, our property or the public
- Necessary for the prevention or detection of crime, including in connection with our investigations, and exchanging information with other companies or organisations for the purposes of complying with our legal obligations regarding security at the Manchester Ship Canal.

5.5 How long do we keep your personal data?

The Company holds your personal data for the duration that you hold a Bridge Pass and for a period of six months thereafter or for as long and to the extent as is necessary for the purposes of satisfying any legal, accounting or reporting requirements.

5.6 What rights do you have in respect of your personal data?

You have the right to request access to, and transfer, rectification or erasure of, your personal data. You may object to the processing of your personal data or request a restriction to the way it is processed. You also have the right to lodge a complaint with a supervisory authority.

If you wish to exercise the above rights, please contact us. We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it.

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact us. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

5.7 Who to contact if you have questions

If you have any questions about this privacy notice or how we handle your personal data, please contact our Group Data Protection Officer (DPO), who is based at Maritime Centre, Port of Liverpool, Liverpool, L21 1LA and can be contacted by email at GroupDataProtectionOfficer@peelports.com or in writing to:

Caroline Marrison Gill
Group Data Protection Officer
Peel Ports Group Limited
Maritime Centre
Port of Liverpool
L21 1LA

If you have a complaint in connection with the way we have processed your personal data you have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues. See www.ico.org.uk.

6 The Company's liability

- 6.1 The Company shall have no liability for any loss, damage, claims, or expenses arising out of or in connection with the use of the Bridge, whether that liability arises in contract, tort (including negligence), breach of statutory duty, or in any other way.
- 6.2 The restrictions at paragraph 5.1 above does not apply to liability for death or personal injury caused by negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not permit the Company to restrict in that way.

7 Changes to these terms

- 7.1 The Company may amend these terms from time to time by publishing the amended terms on this website. The Company will not be required to compensate you or to offer any refund in connection with such a change. By using the Bridge after the change you shall be deemed to accept the change.