

Port of Manchester Port Charges

Operative from:

1 January 2019



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DEFINITIONS AND TERMS & CONDITIONS

1. In these terms and conditions and charging provisions, unless the context otherwise requires:
 - “Assistant Pilot” means a pilot authorised by the Company who accompanies a Pilot.
 - “Cargo Operator” means the stevedore or cargo handler having responsibility for receiving, loading, discharging, delivering, storing or otherwise handling goods.
 - “the Company” means The Manchester Ship Canal Company Limited.
 - “Coastwise” means goods moved or vessels trading between the Port and ports in Great Britain, Northern Ireland, the Isle of Man and Channel Islands, but excluding traffic between the Port and either the sea bed or an offshore installation.
 - “Data Protection Legislation” means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998, the GDPR (Regulation (EU) 2016/679) (as amended or re-enacted from time to time and including any replacement or subordinate legislation). Terms in this document shall, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation.
 - “day” means a period of 24 hours commencing at midnight, or any part thereof.
 - “the Docks” means the docks, quays, jetties, stages, berths, transits sheds, warehouses and other works, buildings and land for the time being belonging to, vested in, occupied by or under the management of the Company.
 - “goods” (including “cargo”) means any article or thing of any kind whatsoever (including any packages or containers within which the said goods may be contained) including without prejudice to the generality of the foregoing fish, livestock and animals of all descriptions and also liquids and gases.
 - “GT” means Gross Tons/Gross Tonnage as defined by the International Convention on the Tonnage Measurement of Ships (1969). In the case of unregistered vessels, the Company shall at its discretion estimate a GT figure for the application of any GT-based charges.
 - “Hirer” means, in respect of Part 3 – TOWAGE only, any owner, charterer, master or other person having command or possession of any vessel, or any agent of the foregoing, who requests or uses the towage services of the Company.
 - “Lower Reaches” means the section of the Ship Canal from Eastham Locks to the downstream side of Old Quay Bridge including Queen Elizabeth II Dock.
 - “MSCC” means The Manchester Ship Canal Company Limited.

“owner”	when used in relation to a vessel, includes any owner, charter, master or other person having command or possession of the vessel.
“owner”	when used in relation to goods, includes any consignor, consignee, shipper or agent for the sale or custody, loading or unloading of the goods.
“Pilot”	means a pilot authorised by the Company.
“Pilotage District”	means such sections of the Port as defined from time to time in the Pilotage Directions.
“the Port”	(including “Port of Manchester”) means the Harbour and Port of Manchester as defined in The Manchester Ship Canal Act 1885 and any statutory amendment or re-enactment thereof (which comprises the Manchester Ship Canal, the Queen Elizabeth II Dock, and so much of the navigable waters of the rivers Mersey and Irwell as lie between Hunt’s Bank in the City of Manchester and Warrington Bridge and all channels, canals, cuts, wharves, berths, lay-bys, jetties, docks and works within those limits and Runcorn Docks).
“the Ship Canal”	means that part of the Harbour and Port of Manchester comprising the Manchester Ship Canal and so much of the River Irwell as lies to the westward of Hunt’s Bank in the City of Manchester, and includes the locks and Docks.
“Upper Reaches”	means the section of the Ship Canal from the upstream side of Old Quay Bridge to Woden Street Bridge.
“vessel”	includes every description of vessel used in navigation (howsoever propelled or moved), seaplanes on the surface of the water and hover vehicles or any other structure or craft (including pontoons) navigating or lying within the Port.
“working day”	means any day excluding Christmas Day, Boxing Day, New Year’s Day, Good Friday or any other statutory holiday; and a fraction of a working day shall be counted as a whole working day.

2. Unless the context otherwise requires, words implying the singular include the plural and vice versa, and words importing gender shall include any other gender.
3. Unless otherwise stipulated in any special conditions relating to services and facilities provided by the Company, all vessels may enter or leave or move within the Port or use the Company’s Docks, equipment or facilities or the service of its employees for or in connection with the loading, discharging or trans-shipping of cargo or in connection with repairing, fitting out, victualing, provisioning or laying-by of the vessel only with the consent of the Company and subject to:
 - (a) payment of the relevant dues or other charges;
 - (b) such terms and conditions as the Company may impose;
 - (c) the lawful directions of the Harbour Master or other appropriate officers of the Company, and
 - (d) compliance with the Statutes, Byelaws and regulations of the Company.

4. The Company notwithstanding any consent given or arrangement made shall be at liberty to vary, postpone or cancel such arrangements for any reason whatsoever without the Company thereby incurring to any person any liability whatsoever for loss, damage, injury, delay or expense.
5. The Company does not take any charge of or assume any responsibility whatsoever in respect of any vessel navigating or lying in the Port, or entering, leaving, moving, mooring or unmooring in the Port; all craft under such circumstances being at the sole risk of the owner, who alone is responsible for the safety and security of their vessel and moorings and also for any damage done by their vessel or servants to the Docks, or to vessels or goods in or upon any part of the Port.
6. All goods at the Docks (whether in transit, laid down or deposited) are at the sole risk of the owner in every respect. The Company has no custody of such goods and accepts no responsibility for any loss or damage to such goods whatever the cause, even if the loss or damage is caused by any act or neglect on the part of the Company's servants or agents.
7. Goods are not in the custody of the Company unless taken possession of by the Company as warehousemen or carriers in accordance with the Company's relevant terms and conditions from time to time in force.
8. The Company's services shall be undertaken only in accordance with the Company's relevant terms and conditions from time to time in force. The Company requires the appropriate requisition, together with any other necessary documents, to be lodged before any service is begun.
9. When an agent for a vessel ceases to act whilst that vessel is still in the Port and does not accept responsibility for all charges arising, that agent must at once notify the Company so that charges may be correctly debited to the responsible parties.
10. When discharging or loading a vessel, the Company may, on request, furnish to the owner or agent an estimate, to the best of its ability, of the time at which discharging or loading is likely to finish. In giving this estimate, the Company accepts no responsibility for any inaccuracy or for any delay in finishing discharging or loading.
11. These terms and conditions and charging provisions, including the charges herein, may be altered or varied at any time and from time to time in such respects and in such manner as the Company may determine.
12. Where the Company has agreed to provide any services in respect of which no charges have been assigned in this schedule, then the charges applicable to those services shall be as determined from time to time by the Company.
13. Except where specified herein to the contrary, all charges payable hereunder shall be payable on demand unless otherwise agreed by the Company. The Company may charge interest on any overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
14. Value Added Tax (or any other tax required to be levied on the Company's charges) shall be payable where applicable at the appropriate rate current from time to time on and in addition to the charges specified or referred to herein. The Company's VAT Registration number is GB 618 6241 39.

15. Payments must be made payable to:

The Manchester Ship Canal Company Limited
Sort Code: 601319 A/c No. 45137420
IBAN: GB33NWBK60131945137420
BIC: NWBKGB2L

Remittances must be sent to the Credit Control Section, The Manchester Ship Canal Company Limited, Maritime Centre, Port of Liverpool, L21 1LA.

16. All activities undertaken and services provided by the Company are in accordance with these terms and conditions and charging provisions, and all applicable Statutes, Byelaws, Directions and Terms & Conditions for trade or the supply of services, which shall continue to apply except where varied from time to time by the Company.
17. By entering the Port with a vessel; landing, depositing, loading or storing goods in the Port; requesting any services from the Company or making use of any of the Company's equipment or facilities, the relevant Hirer or owner (or their appointed agents) is deemed to have acknowledged and accepted these terms and conditions and charging provisions (including the charges herein and any associated Directions and Terms and Conditions).
18. The Company may collect and process information relating to the owner, and their appointed agents, in accordance with the privacy notice which is available on the Peel Ports Group website. Each party agrees to comply with their respective obligations under the Data Protection Legislation.
19. These terms shall be governed by and construed in accordance with English Law.

Audit

The Company reserves the right, upon the giving of reasonable notice to the owner (and their appointed agents), Cargo Operator, cargo receiver or cargo shipper, to require the production of, and to receive, view and/or copy, any relevant document or material within that party's reasonable control that demonstrates and evidences the quantum or movement of any goods that may be received, loaded, discharged, delivered, stored or otherwise handled within the Port. Such documentation and materials must be provided to the Company upon request, without charge and during the Company's normal working hours.

For the purposes of undertaking periodic audits, the Company also reserves the right to review any recordings, data, reports or measurements (e.g. including but not limited to CCTV, ANPR etc.) produced from equipment under the control of any party and used to receive, load, discharge, deliver, store or monitor goods.

PART 1 - VESSELS AND GOODS

1. CHARGES ON VESSELS

1.1 SCHEDULE OF SHIP DUES PAYABLE ON VESSELS ENTERING OR LEAVING THE PORT OF MANCHESTER

(a) **Ship Dues**

Class of Voyage	Charge per GT	Rent on Ships - free period incl. day of arrival
Any place in the European Union	£1.983	14 days
All other places	£2.980	21 days

(b) **Rent on Ships**

Additional Ship Dues ("Rent on Ships") at the rate of **£0.17** per GT per week or part of a week, is chargeable on vessels remaining in the Port after the expiration of the period indicated in the above table. Double this rate shall be charged for any period vessels remain in the Port beyond eight weeks from date of entry. Quadruple this rate shall be charged for any period vessels remaining in the Port beyond twelve weeks from date of entry.

(c) **Special Ship Dues at Queen Elizabeth Dock**

(i) When a vessel has remained in Queen Elizabeth II Dock for 14 tides or more, excluding the tide on which she entered the dock, the Harbour Master may serve on the owner or master not less that 24 hours' notice requiring that special Ship Dues shall thereafter become payable in addition to the Ship Dues already payable.

(ii) Special Ship Dues shall be at the rate of **£5660** for each tide that a vessel remains in dock after the Harbour Master's notice has expired

(iii) Special Ship Dues shall not be payable for any tide if the owner or master proves that either:

1. it was not reasonably practicable to complete the loading or unloading of the vessel's cargo before that tide, or
2. the reason for the vessel remaining in the dock was attributable to no act, or neglect, or omission on the part of the vessel's owner or master, or of the previous owner or master.

(iv) No Rent on Ships shall be payable for any period for which Special Ship Dues are payable.

1.2 SHIP DUES CONDITIONS

(a) **Application of Ship Dues**

Ship Dues shall, subject to the following paragraphs, be calculated on a vessel's Gross Tonnage, subject to a minimum value of 100GT.

(b) **Production of Certificates of Tonnage and Registry, etc.**

The master of every registered vessel shall, on demand, produce to the Company the certificate of tonnage and registry of such vessel. Should any such master refuse or neglect to make such production on demand, they shall be liable to a fine.

(c) **Arrival and Departure Treated as One Voyage**

- (i) The arrival and departure of a vessel are treated as one voyage to the Port and vessels are liable for the Ship Dues applicable to the most distant port from which they arrive or for which they are bound; provided that, in the case of a vessel which has arrived light and departs with cargo, the port from which it arrived shall be disregarded and, in the case of a vessel which having discharged cargo in the Port departs light, the port for which it is bound shall be disregarded.
- (ii) A vessel which leaves the Port without unloading or loading all its intended cargo and, without calling at any other port, returns in order to complete its unloading or loading shall be deemed to have made two voyages. Its first arrival and second departure shall be treated as one voyage and its intermediate departure and return shall be treated as another to or from part of the E.U., and Ship Dues are payable accordingly.
- (iii) Additional Ship Dues shall not, however, be payable when the intermediate voyage is for the sole purpose of gas freeing or tank cleaning within the Mersey estuary, provided that such purpose is declared prior to a vessel's first departure (to either gas free or tank clean) from the Port.

(d) **Information as to Most Distant Port**

Any person applying to make payment for Ship Dues may be questioned as to the most distant port from which the vessel has arrived or to which the vessel is bound, and if any person shall refuse to answer any reasonable question, or shall wilfully give false or untrue answer, they shall be liable to a fine.

(e) **Reduced Ship Dues**

On application (received in accordance with paragraph (g) of these Conditions), a 45% discount on the scheduled Ship Dues chargeable in accordance with paragraph 1.1(a) shall be applied in any one of the following cases:

- (i) on a vessel which enters the Port light, or without discharging any cargo, and loads salt for any destination or other cargo, at least some of which is to be discharged at a foreign port;
- (ii) on a vessel which arrives from a foreign port with a cargo consisting only of grain and departs light;
- (iii) on any vessel which arrives from a foreign port which discharges part of its cargo at another coastwise port (or ports) on the same voyage, and which discharges in the Port of Manchester a tonnage of cargo less than one third of its gross tonnage, whether or not it loads outward cargo.

(f) **Vessels Trading to or from Great Britain and Ireland**

On application (received in accordance with paragraph (g) of these Conditions), a 50% discount on the scheduled Ship Dues chargeable in accordance with paragraph 1.1(a) shall be applied to vessels trading to or from all ports in Great Britain and Ireland.

(g) Claims for the application of reduced Ship Dues pursuant to paragraphs (e) and (f) of these Conditions must be submitted to the Collector of Rates & Dues within 24 hours of the relevant vessel's departure from the Port.

(h) The owner and master of a vessel are jointly and severally liable for the Ship Dues thereon.

1.3 SHIP DUES ON PLEASURE CRAFT

(a) Before entering the Port, pleasure craft must comply with directions of the Harbour Master under section 8 of the Manchester Ship Canal Act 1960. Pleasure craft are not to remain in the Port of Manchester longer than necessary to complete their passage.

Per Transit	Ship Dues Charge
Eastham Locks to Ellesmere Port (or vice versa)	£70
Eastham Locks to River Weaver (or vice versa)	£70
Eastham Locks to Manchester (or vice versa)	£206 †
Ellesmere Port to River Weaver (or vice versa)	£35
Ellesmere Port to Manchester (or vice versa)	£173 †
River Weaver to Manchester (or vice versa)	£173 †

† An additional charge is payable to the Bridgewater Canal Company for each transit of Pomona Lock.

- (b) The charges specified in paragraph 1.3(a) are inclusive of VAT and are payable prior to commencement of each transit.
- (c) An information pack is available for the owners of pleasure craft wishing to transit the Ship Canal. The pack must be downloaded from the Company's website.

1.4 RUNCORN DOCKS, WESTON POINT DOCKS, WEAVER NAVIGATION & RIVER WEAVER

The following conditions apply in respect of Ship Dues for vessels navigating the Ship Canal between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham:

- (a) Any vessel whose gross tonnage exceeds 700GT and which navigates the Ship Canal whether or not solely for the purpose of passing between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham, shall be liable, in respect of the passage, to the Company's scheduled Ship Dues.
- (b) Any vessel whose gross tonnage does not exceed 700GT and which navigates the Ship Canal solely for the purpose of passing between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham, shall be liable, in respect of that passage, to two thirds of the Company's scheduled Ship Dues notwithstanding any other of these Conditions.

1.5 RUNCORN DOCKS DUES

Docks Dues are payable at the rate of **£0.27** per GT, notwithstanding any other of these Conditions. The owner and master of a vessel are jointly and severally liable for the Runcorn Docks Dues thereon.

2. CANAL TOLLS

2.1 SCHEDULE OF CANAL TOLLS

	Per Tonne
(a) Bulk Liquid Traffic	
Petroleum, crude, fuel, gas oil and diesel	£5.06
All other petroleum and petroleum products except chemicals	£7.45

Chemicals - Upper Reaches	£8.35
Animal and vegetable oils and fats	£4.95
(b) Bulk Dry Traffic	
Grain and animal feeding stuffs	£6.20
Crude minerals, cement and scrap metal	£4.09
Coal, coke and patent fuels	£3.11
Salt, sea dredged sand, aggregates	£1.96
Other basic materials, ferro-alloys and chemicals	£6.26
(c) Other goods not otherwise scheduled	£13.08
(d) Special Rates for Canal Tolls shall be quoted on application for the following:	
Local movements within the Ship Canal	
Bulk liquid chemicals - Lower Reaches	
General traffic	
Passengers	
Heavy lifts and other project cargoes	

2.2 LIABILITY TO AND PAYMENT OF CANAL TOLLS

- (a) Canal Tolls are payable on gross weight, based on the metric tonne of 1,000 kilograms and payment shall be required upon the weights shown in the vessel's manifest or bill of lading where goods are not weighed by the Company.
- (b) Charges not specified and charges on containers and goods not included in the schedule shall be quoted on application.
- (c) Charges are payable to the Company prior to removal of the goods from the Port by any means whatsoever.
- (d) Imports (foreign or Coastwise):**
- (i) Canal Tolls are payable by the owner of the goods unless otherwise agreed with the Company. The owner is deemed to be the person or company in whose name the vessel's delivery order is made out.
- (ii) It is customary for the buyer of the goods on Cost, Insurance and Freight ("CIF") terms, and for the seller of the goods ex quay or ex warehouse, to be responsible for payment of Canal Tolls, quay portorage rates and any other charges, if incurred.
- (iii) Where, by arrangement, shipowners or their agents undertake, for the convenience of the owner of the goods, to pay Canal Tolls, they shall also pay the quay handling charges and any other charges, if incurred.
- (e) Exports (foreign or Coastwise):**
- (i) The only charges normally payable by the exporter or shipper of goods are the Canal Tolls.
- (ii) The practice is that the shipowner pays for receiving the goods to quay, or into transit shed, for loading to the vessel, unless other arrangements are made with the Company.
- (iii) It is customary for the buyer of goods on Free Alongside Ship ("FAS") terms and for the seller of goods Free on Board ("FOB") terms, to be responsible for the payment of Canal Tolls and any other charges, if incurred.

- (iv) Exporters of goods who have contracted to deliver FOB should arrange with the shipowner, or the shipping agent, to get Customs clearance, where required, and to pay the FOB charges on their behalf.
- (v) Goods not for immediate shipment can be received only by previous arrangement with the Company, or with the shipowner or agent where a loading berth is allocated to a regular line of vessels, or to a particular vessel. Special arrangements must be made before any bulk goods can be received to quay.
- (f) **Bunkers**
The Canal Toll on bunkers is payable by the supplier unless otherwise agreed.
- (g) **Documents to be Furnished – Imports & Exports**
Unless otherwise agreed in advance by the Company, the owner of every vessel discharging or loading cargo must supply to the Company the following documents confirming the quantity of cargo discharged or loaded in the Port and the days upon which discharging or loading took place:
 - (i) Bills of lading or cargo manifest (indicating the weight of cargo and details of the shippers, consignees and freight payers); and
 - (ii) Statement of facts.

Where the quantity of cargo discharged does not match that shown on the relevant bill of lading, then a certified discrepancy report (including details of supporting surveys etc.) must be provided.

These documents must be supplied by the owner, or the appointed agent therefor, to the Company within two working days of the day upon which the vessel completes discharging or loading as appropriate. The documents must be submitted (as PDF format attachments) via e-mail to SFS.billing@peelports.com.

2.3 CONDITIONS

- (a) The Company are not responsible for delay in receiving, loading or otherwise dealing with the goods.
- (b) The Company may, by prior arrangement, accept goods on the Company's risk terms, details of which shall be provided on request.
- (c) Subject to the exceptions mentioned below, Canal Tolls are payable on all goods and passengers in vessels trading in the Ship Canal and Queen Elizabeth II Dock.

2.4 EXCEPTIONS

- (a) Canal Tolls are not payable on cargo carried in vessels trading only to or from Runcorn Docks, Weston Point Docks, the Weaver Navigation and the River Weaver to Frodsham, where the vessel's draught does not exceed the difference between 4.6m and the predicted height above the Chart Datum, at Liverpool, of the tide on which the vessel passes through Eastham Locks.
- (b) Canal Tolls are not payable on goods which are brought into the Port of Manchester but which remain on board the vessel.

2.5 RAILWAY TOLLS

The owners of goods passing over the Company's lines of railway are subject to a further charge of **£0.29** per tonne of such goods.

3. USE OF BERTH CHARGE AT ELLESMERE PORT FOR HEAVY LIFTS

For the use of the heavy lift berths at Ellesmere Port the following charges (in addition to any other Ship Dues or Canal Tolls) shall apply:

- | | |
|----------------|-----------------------------|
| (a) At Berth 1 | £1446 per cargo working day |
| (b) At Berth 3 | £723 per cargo working day |

4. WASTE RECEPTION CHARGES

The owner and the master of a vessel are jointly and severally liable for the waste reception charges in respect of the disposal of non-hazardous Domestic Waste and International Catering Waste as set out below:

- | | |
|--|-----------------|
| (a) Vessels berthed at Queen Elizabeth II Dock | £143 per vessel |
| (b) Vessels berthed at Runcorn Docks | £111 per vessel |

Owners and masters of vessels must make their own arrangements for the disposal of all hazardous waste.

PART 2 - PILOTAGE

1. PILOTAGE DIRECTIONS

The Manchester Ship Canal Company Limited, as the Competent Harbour Authority for the Harbour and Port of Manchester pursuant to the Pilotage Act 1987 and any statutory amendment or re-enactment thereof, and in exercise of their powers under Section 7 of the said Act, hereby give Pilotage Directions for the Harbour and Port of Manchester.

Copies of such directions are available upon the Company's website or upon request from the Harbour Master's Department.

2. SCHEDULE OF PILOTAGE CHARGES

2.1 ORDERS FOR PILOTAGE SERVICES

- (a) All orders for all services of Pilots and Assistant Pilots must be received by the Company as soon as possible, but with at least 3 hours' notice prior to the intended service time.
- (b) For orders received and accepted with less than 3 hours' notice prior to the order time, the Company reserves the right to charge a short notice fee (in addition to any other Pilotage Charges) of **£127** per Pilot and **£127** per Assistant Pilot, provided that a Pilot and Assistant Pilot (if required) can be made available at such short notice.

2.2 PILOTAGE SECTIONS

For the purposes of Pilotage charges, the Pilotage District is divided into various sections:

Eastham:	Eastham Locks, non-cargo working berths in Eastham Basin and Queen Elizabeth II Dock Lock.
Eastham Working Berths:	Cargo working berths in Eastham Basin and all berths in Queen Elizabeth II Dock.
Ellesmere Port:	All points upstream of the Crane Berth up to and including Ellesmere Port South Pier Head.
Stanlow & Ince:	All points upstream of Ellesmere Port South Pier Head up to and including Ince Oil Berth.
Runcorn:	All points upstream of Ince Oil Berth up to and including Wigg Wharf.
Irlam:	All points upstream of Wigg Wharf up to and including Irlam Lower Lay-by.
Manchester:	All points upstream of Irlam Lower Lay-by up to and including the western side of Trafford Road Bridge.

2.3 PILOTAGE FROM EASTHAM TO RELEVANT SECTIONS, AND VICE VERSA

The following charges are payable, per Pilot per service. If an Assistant Pilot is also required, whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the following charges are payable per Assistant Pilot per service.

Vessel GT	Eastham Working	Ellesmere Port	Stanlow & Ince	Runcorn	Irlam	Manchester
Up to 800	£248	£278	£316	£344	£486	£554
801 to 1600	£248	£396	£444	£496	£692	£792
1601 to 3500	£344	£554	£622	£692	£970	£1108
3501 to 7500	£444	£710	£798	£892	£1242	£1430
7501 to 12000	£594	£950	£1062	£1180	£1660	£1892
12001 to 15000	£692	£1108	£1242	-	-	-
15001 to 20000	£792	£1256	£1430	-	-	-
20001 and over	£892	£1430	£1602	-	-	-

2.4 EASTHAM SHIFTING

(a) For a vessel moved at Eastham from the Locks to a berth in Eastham Basin (i.e. the Lay-bys, Sheerlegs Berth and Crane Berth), or vice versa, or between berths in Eastham Basin with the assistance of a Pilot, a charge of **£127** shall be payable for each service provided.

(b) This charge does not apply in cases where either the origin, or destination, berth (per service) is a berth where the vessel is to or has worked cargo (e.g. Eastham Locks to Sheerlegs Berth to discharge cargo etc.).

2.5 VESSELS MOVING WITHIN SECTIONS

For vessels moving within a section (as designated in paragraph 2.2 of this Schedule), a charge of **£248** shall be payable for each such service provided by a Pilot. If an Assistant Pilot is also required, whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the said charge is payable per Assistant Pilot per service.

2.6 VESSELS MOVING BETWEEN SECTIONS

(a) For a vessel moving between sections (as designated in paragraph 2.2 of this Schedule), a charge of **£248** plus the difference between the charge from Eastham to the points of arrival and departure (as specified in paragraph 2.3 of this Schedule) shall be payable for each such service provided by a Pilot. If an Assistant Pilot is also required whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the said charge is payable per Assistant Pilot per service.

(b) When a vessel transits beyond the sections in which its berths are located (e.g. for the purpose of swinging etc.) then the charges shall be levied on the full distance through which the vessel transited.

2.7 VESSELS SHIFTING BETWEEN THE SHIP CANAL AND QUEEN DOCK

For a vessel shifting between the Ship Canal and Queen Elizabeth II Dock, or vice versa, both charges, as specified in paragraph 2.3 of this Schedule, shall be payable.

2.8 CANCELLATION

- (a) When a Pilot and Assistant Pilot (if required) are ordered to attend an incoming vessel on a specified tide but the vessel does not arrive and the order is not cancelled, or the order is cancelled with less than 3 hours' notice prior to the order time, then a fee of **£127** per Pilot and **£127** per Assistant Pilot shall be payable.
- (b) When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is cancelled with less than 3 hours' notice prior to said order time, then a fee of **£127** per Pilot and **£127** per Assistant Pilot shall be payable.

2.9 AMENDMENT

- (a) When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is amended to a later time, no charge shall be payable if at least 3 hours' notice of the amendment prior to the original order time is received. In cases where less than 3 hours' notice is received, a cancellation fee of **£127** per Pilot and **£127** per Assistant Pilot shall be payable.
- (b) When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is amended to an earlier time, and at least 3 hours' notice of the amendment prior to the revised order time is provided, no charge shall be payable if the amended order is accepted. In cases where the amended order is accepted with less than 3 hours' notice prior to the revised order time, the Company reserves the right to charge a short notice fee of **£127** per Pilot and **£127** per Assistant Pilot.

2.10 DETENTION PRIOR TO SAILING

- (a) When a Pilot and Assistant Pilot (if required) attend a vessel due to sail from, or move within the Pilotage District, and the vessel is not ready or delayed and unable to move within 1 hour of the time of ordering, then a detention fee shall be payable as follows:

Detention up to 1 hour:	Free of Charge
For each subsequent hour or part thereof:	£127 per hour per Pilot, and £127 per hour per Assistant Pilot

- (b) In the event of the Pilot and Assistant Pilot (if required) being cancelled within the first hour of detention, a cancellation fee of **£127** per Pilot and **£127** per Assistant Pilot shall be payable.
- (c) In the event of the Pilot and Assistant Pilot (if required) being cancelled within the second or subsequent hours of detention, a cancellation fee of **£127** per Pilot and **£127** per Assistant Pilot shall be payable in addition to the detention fees specified above.
- (d) In the event that the vessel is not ready to move within two hours of ordering, then the Company reserves the right to remove the Pilot and Assistant Pilot (if required) from the vessel for other duties. The appropriate detention and cancellation fees (as specified above) shall then be payable.
- (e) In case of a cancellation, or the Pilot and Assistant Pilot (if required) leaving the vessel for other duties, then it shall be necessary to place a new order for Pilotage Services.

2.11 DETENTIONS ON PASSAGE DUE TO NON PORT-RELATED OPERATIONS

Significant delays to vessels on passage of over 1 hour due to non Port-related operations shall incur a detention fee at the rate of **£127** per hour, or part thereof, per Pilot and **£127** per hour, or part thereof, per Assistant Pilot. In the case of detentions on passage caused by prevailing weather conditions, the first two hours of detention shall be free of charge.

2.12 PILOTAGE EXEMPTION

The following fees are payable in respect of Pilotage Exemption Certificates granted by the Company:

- (a) **£385** for the issue of a Pilotage Exemption Certificate without oral examination.
- (b) **£770** for the issue of a Pilotage Exemption Certificate requiring oral examination (inclusive of one oral examination).
- (c) **£385** per annual renewal per Pilotage Exemption Certificate.
- (d) Where a vessel is piloted in the Pilotage District by a Deck Officer who holds a current Pilotage Exemption Certificate for the Pilotage District in respect of that vessel, the Company shall levy a Pilotage Exemption Fee equivalent to 13.0% of the Scheduled Pilotage Charge per movement pursuant to Section 10(3) of the Pilotage Act 1987 (and any statutory amendment or re-enactment thereof).

2.13 SPECIAL CHARGES

The Company reserves the right to apply special charges in respect of unusual cargoes and vessels, or if abnormal operations are involved.

3. PAYMENT OF CHARGES

The owner and master of a vessel are jointly and severally liable for the pilotage charges therefor. All pilotage charges shall be paid to the Company on demand, unless otherwise agreed by the Company.

4. VARIATION

The Pilotage Directions and pilotage charges may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable.

Note: Since 2013, all pilotage charges have included a Pilots' National Pension Fund (PNPF) supplement; the supplement was introduced by many ports across the ports sector as a consequence of having to fund the significant deficit in the PNPF. From 1st January 2019, a supplement of 21% (which is included in the aforementioned charges) shall be applied to pilotage charges. This supplement shall be kept under regular review.

PART 3 - TOWAGE

1. SCHEDULE OF TOWAGE CHARGES

1.1 ORDERS FOR TOWAGE SERVICES

- (a) All orders for Towage Services must be in writing and made upon the Company's Berth Application Form. Such orders must be received by the Company as early as possible but, in any event, not less than 12 hours prior to the intended time of the relevant Towage Service.
- (b) For orders received and accepted with less than 12 hours' notice prior to the intended time of the Towage Service, the Company reserves the right to charge a short notice fee (in addition to any other Towage Charges) of **£510** per tug, provided that a tug can be made available at such short notice.
- (c) The Master of the vessel requiring Towage Services shall, if and when so requested, sign the Company's tug requisition form confirming the ordering of the Towage Services.
- (d) By ordering Towage Services, the Hirer is deemed to acknowledge that the vessel's owners, operators, master and agents have been informed of and have accepted this Schedule of Towage Charges and any associated Terms and Conditions.
- (e) The Company shall endeavour to supply towage at the time required, but does not guarantee to have one or more tugs always available. The Company shall not be liable for any delay or extra cost whatsoever howsoever caused that may arise from any cause in connection with the provision or non-provision of Towage Services.

1.2 TOWAGE SECTIONS

For the purposes of Towage Charges, the Ship Canal is divided into the following Sections:

Eastham Locks:	Eastham Locks at Ship Canal level.
Eastham Basin:	All points upstream of Eastham Locks, up to and including the Eastham Crane Berth.
Ellesmere Port, Stanlow & Ince:	All points upstream of the Eastham Crane Berth, up to and including Ince Oil Berth, but excluding the terminus basins of the Shropshire Union Canal.
Ince B:	All points upstream of Ince Oil Berth, up to and including, Ince B Berth.
Runcorn:	All points upstream of Ince B Berth, up to and including, Stonedelph, but excluding the River Weaver, Weaver Navigation and Weston Point Docks.
Irlam:	All points upstream of Stonedelph, up to and including, Irlam Lower Lay-by.
Manchester:	All points upstream of Irlam Lower Lay-by up, to and including, Manchester No.6 Dock Entrance.

1.3 TOWAGE SERVICES FROM SECTION TO SECTION (OR VICE VERSA)

and Between	Eastham Basin	E/Port, Stanlow & Ince	Ince B	Runcorn	Irlam	Manchester
Eastham Locks	(±)	£1449	£1963	£2102	£2974	£3182
Eastham Basin		£1449	£1963	£2102	£2974	£3182
Ellesmere Port, Stanlow & Ince			(†)	£1665	£2632	£3132
Ince B				(†)	(†)	(†)
Runcorn					£2330	£3034
Irlam						£1845

Additional charges for swinging (applicable only when arising as part of the services shown above)

from/to Swinging at	Eastham Basin	E/Port, Stanlow & Ince	Ince B	Runcorn	Irlam	Manchester
Ellesmere Port, Stanlow & Ince	£2898	Inclusive	N/A	N/A	N/A	N/A
Weaver Bend	(†)	(†)	Inclusive	Inclusive	N/A	N/A
Manchester	(†)	(†)	(†)	(†)	(†)	Inclusive

(†) = Rate upon application

(±) = Rate as applicable to a service within Eastham Basin - per paragraph 1.4 of this Schedule.

The above charges are payable per tug, per Towage Service and include the provision of Towage Services at weekends and on Bank and other Holidays with the exception of Christmas Day, Boxing Day and New Year's Day, for which the charges shall be quoted upon application.

1.4 TOWAGE SERVICES WITHIN SECTIONS

For a vessel requiring Towage Services within a Section (as designated in paragraph 1.2 of this Schedule), the following charges shall be payable:

- (a) Eastham Basin: £499 per tug per hour, or part thereof
- (b) Ellesmere Port, Stanlow & Ince: £499 per tug per hour, or part thereof
- (c) Ince B: £581 per tug per hour, or part thereof (†)
- (d) Runcorn: £594 per tug per hour, or part thereof (†)
- (e) Irlam: £706 per tug per hour, or part thereof (±)
- (f) Manchester: £797 per tug per hour, or part thereof (±)

(†) Subject to a minimum charge of two hours per tug per Towage Service

(‡) Subject to a minimum charge of three hours per tug per Towage Service

These charges are also payable in the event that a tug is requested to stand-by a vessel or to hold a vessel alongside a berth within a Section of the Ship Canal.

1.5 CANCELLATION

- (a) When a tug is ordered to attend a vessel for a Towage Service and such order is cancelled more than 3 hours prior to the intended service time, no fee shall be payable. Where such order is cancelled 3 hours or less prior to the intended service time, then a cancellation fee of **£499** per tug shall be payable to the Company.
- (b) When a tug is ordered to attend a vessel (but excluding the non-arrival of inward-bound vessels at Eastham Locks, (as referred to in paragraph 1.5(c) below) and the tug is in attendance as ordered, and the order is then cancelled, the charges as per paragraph 1.7(c) of this Schedule shall apply.
- (c) When a tug is ordered to attend an inward-bound vessel at Eastham Locks on a specific tide, but the vessel does not arrive on that tide and the order is not cancelled, the order shall be deemed to have lapsed and a cancellation fee of **£499** per tug shall be payable to the Company. In such cases, it shall then be necessary to place a new order for Towage Services.

1.6 AMENDMENT

- (a) When a tug is ordered to attend a vessel for a Towage Service and such order is amended more than 3 hours prior to the originally intended service time, to a later time, no fee shall be payable. Where such order is amended 3 hours or less prior to the originally intended service time, to a later time, then an amendment fee of **£499** per tug shall be payable to the Company (in addition to any other Towage Charges)
- (b) When a tug is ordered to attend a vessel and the tug is in attendance as ordered, and the order is then amended to a later time, the charges as per paragraph 1.7(c) of this Schedule shall apply.
- (c) When a tug is ordered to attend a vessel and such order is amended to an earlier time (and the amended order is accepted), no additional fee shall be payable if more than 5 hours' notice of the amendment is received prior to the revised intended service time. In cases where the amended order is accepted and 5 hours' notice or less is received prior to the revised intended service time, the Company reserves the right to charge a short notice fee (in addition to any other Towage Charges) of **£499** per tug, provided that a tug can be made available at such short notice.

1.7 DETENTION PRIOR TO SERVICE COMMENCING

- (a) When a tug is in attendance as ordered and the Towage Service does not commence within 30 minutes of the intended service time, a detention fee of **£594** per tug per hour, or part thereof, calculated from the intended service time until the time the Towage Service commences, shall be payable to the Company.
- (b) In the event that the Towage Service does not commence within 2 hours of the intended service time, the Company reserves the right to remove the tug from attendance for other duties. When the tug is removed from attendance in such circumstances:
 - (i) the fees detailed in paragraph 1.7(c) of this Schedule shall then be payable to the Company, and
 - (ii) it shall then be necessary to place a new order for Towage Services.

(c) In the event that a tug is in attendance as ordered and the Towage Service is then cancelled or amended to a later time, the following fees shall be payable to the Company:

- (i) A detention fee of **£594** per tug per hour or part thereof, calculated from the intended service time until the time the tug is dismissed (subject to a minimum charge of **£594** per tug), plus
- (ii) A cancellation fee of **£499** per tug.

1.8. DETENTIONS ON PASSAGE DUE TO NON PORT-RELATED OPERATIONS

- (a) Detentions to vessels on passage of more than 30 minutes due to non Port-related operations (but not by reason of circumstances affecting the safe navigation of the vessel, unless caused by deficiencies of the vessel or the act neglect or default of its Master or crew) shall incur a detention fee payable to the Company of **£594** per tug per hour, or part thereof, calculated from the time the detention started.
- (b) In the event that such detention requires the vessel to berth at a point in the Ship Canal and the vessel remains at that point for more than 2 hours, then the Company reserves the right to remove the tug from attendance. In such circumstances, the charges relating to broken journeys, as specified in paragraph 1.9 of this Schedule, shall apply in addition to any detention charges incurred in accordance with paragraph 1.8(a) of this Schedule.

1.9 BROKEN JOURNEYS

When a vessel breaks its journey at any intermediate point, short of its destination in the Ship Canal, for any purpose required by the Company, the vessel, its owner/agent or by the berth operator (but not by reason of circumstances affecting the safe navigation of the vessel, unless caused by deficiencies of the vessel or the act neglect or default of its Master or crew), the appropriate rates as specified in paragraphs 1.3 and/or 1.4 of this Schedule shall apply to each portion of the journey. In such circumstances, each portion of the journey shall be treated as a separate Towage Service, and the ordering, amendment or cancellation thereof, shall be subject to the relevant sections of this Schedule.

1.10 DEAD TOWS AND VESSELS WITH INOPERATIVE STEERING GEAR

In the case of vessels assisted without the use of main engines (dead tows) and vessels with inoperative steering gear, 20% shall be added to the relevant service charges of this Schedule.

1.11 TOW ROPES

- (a) Vessels are required to provide their own tow ropes, but the Company may supply tow ropes subject to its relevant Terms and Conditions.
- (b) A charge shall be made for damage to or breakage of the Company's tow ropes whatsoever howsoever caused, otherwise than by ordinary wear and tear.

1.12 SPECIAL CHARGES

The Company reserves the right to apply special charges in respect of Towage Services provided for vessels that it deems to be out of the ordinary, and/or for Towage Services that it deems to be abnormal or that are not covered by this Schedule.

1.13 SURCHARGES

The Company reserves the right to apply special surcharges, payable in addition to the charges shown in this Schedule, from time to time.

2. PAYMENT OF CHARGES

The Hirer, owner and master of a vessel are jointly and severally liable for the towage charges therefor. All towage charges shall be paid to the Company on demand, unless otherwise agreed by the Company.

3. TERMS AND CONDITIONS

All Towage Services, including the use of the Company's tow ropes, are provided under the Company's relevant Terms and Conditions.

4. VARIATION

The Terms and Conditions and charges relating to the provision of Towage Services, may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable.

PART 4 - QUAY RENT AND SPECIAL RENT

Regulations and Charges

1. PREAMBLE

Users of the Harbour and Port of Manchester are reminded that unless specified to the contrary in any conditions issued by the Company relating to particular services or facilities, neither warehousing nor storage nor protection of goods is provided by the Company whilst such goods are on the Docks, nor do the Company have custody of the same, and all goods on or within the Docks are at the owner's sole risk in every respect and the Company shall not be responsible for loss or damage of any nature whatsoever howsoever arising thereto.

2. GENERAL RULES AND REGULATIONS

2.1 GOODS IN TRANSIT

Goods imported and landed or deposited at the Docks for exportation from the Docks are exempt (except where by Order of the Company it is otherwise provided) from payment of Quay Rent and Special Rent, provided that such goods are not an obstruction to or interfere with the working of the Docks.

2.2 QUAY RENT

Any goods landed or deposited at the Docks and not removed before 1700 hours on the third working day next after the day on which the same were so landed or deposited, are liable to Quay Rent at the rate of **£9.77** per square metre per day.

2.3 SPECIAL RENT

- (a) Notwithstanding their liability to Quay Rent, inward and outward goods (other than wrecked or fire damaged cargoes) landed or deposited at the Docks shall, until further Order of the Company and subject to the provisions of these Regulations, be permitted to remain thereon or therein, without application in that behalf, subject to the payment of Special Rent in lieu of Quay Rent. Details of such charges are available on request.
- (b) Notwithstanding anything hereinbefore contained, the Company may:
 - (i) extend the period for which goods shall be permitted to remain on the Docks at a specified Special Rent, or
 - (ii) refuse or withdraw, on 24 hours' notice, the privilege of Special Rent in respect of any goods.
 - (iii) vary the terms for Special Rent in respect of any particular cargo at any time, and in such respects and in such manner as the Company may consider desirable.

2.4 OVERLANDED CARGO

Overlanded cargo shall be subject to such special rate of rent as determined from time to time by the Company.

2.5 OUTWARD CARGO

Outward cargo shut out of any vessel shall be subject to such special rate of rent as the Company may from time to time determine.

2.6 WRECKED AND FIRE-DAMAGED CARGO

Notwithstanding their liability to Quay Rent, wrecked or fire-damaged cargo landed or deposited at the Docks shall, until further Order of the Company, be permitted to remain thereon without application in that behalf at a rate of **£0.18** per square metre day in lieu of Quay Rent, which privilege the Company may nonetheless determine on 24 hours' notice. Thereafter Special Rent shall be charged, at such rates as specified from time to time by the Company, calculated from the original day of landing of the relevant goods.

2.7 PAYMENT OF CHARGES

Quay Rent and Special Rent are chargeable to any owner, consignor, consignee, shipper or agent for the sale or custody, loading or unloading of goods, provided that should any action by the owner or agent of the vessel, or the Cargo Operator employed by the owner or agent, or, at the time of application for delivery of the goods, obstruct or make such delivery impossible, the rent shall be chargeable to the vessel's owner or agent or the Cargo Operator, as the case may be, until such time as the goods are available for delivery.

2.8 APPEALS

Appeals for remission or reduction of Quay Rent or Special Rent shall be considered if made within one month from the day on which the account in respect thereof is issued; provided that the full amount of such rent has been previously paid. On any such appeal, the Company may remit the whole or any part of such Quay Rent or Special Rent.

3. NOTICE TO OWNERS OF GOODS

No rental charges whatsoever are incurred by goods which are removed from the Docks within 72 hours after landing.

Owners of goods are advised to give the Cargo Operator advance notice of their intention to apply for collection of their goods therefrom.

PART 5 - LINE HANDLING

The service of mooring and unmooring of vessels at berths within the Port is performed by boatmen (at a charge payable directly to them) licensed by the Company.

As of the date of publication of this Schedule, the following berths are serviced by boatmen licensed by the Company:

1.	Queen Elizabeth II Lock	W. Muskens (Riggers) Limited
2.	Queen Elizabeth II Dock	W. Muskens (Riggers) Limited
3.	Eastham Sheerlegs Berth	Southwood Boatmen Limited
4.	Eastham Crane Berth	Southwood Boatmen Limited
5.	Manisty Wharf	Southwood Boatmen Limited
6.	Ellesmere Port Wharf	Quality Freight Limited
7.	Innospec Wharf	W. Muskens (Riggers) Limited
8.	Stanlow Chemical Berth	Essar Oil (UK) Limited
9.	Stanlow Oil Docks Nos 1 & 2	Essar Oil (UK) Limited
10.	Stanlow Laybye	Essar Oil (UK) Limited
11.	Ince Coaster Berth	Essar Oil (UK) Limited
12.	Ince Oil Berth	Essar Oil (UK) Limited
13.	Ince New Berth	Southwood Boatmen Limited
14.	Runcorn Salt Works	Runcorn Boating Services Limited
15.	Runcorn Laybye	Runcorn Boating Services Limited
16.	Runcorn Docks	Runcorn Boating Services Limited
17.	Wigg Wharf	Runcorn Boating Services Limited
18.	Acton Grange Wharf	Runcorn Boating Services Limited
19.	Partington Basin	Bilway Limited
20.	Irlam Wharf	Bilway Limited
21.	Irwell Park Wharf	Bilway Limited
22.	Cerestar Wharf	Bilway Limited
23.	Weaste Wharf	Bilway Limited
24.	Manchester Drydock No.1	Bilway Limited

PART 6 - OTHER SUNDRY CHARGES

1. HOT WORK AND DIVING CONSENT

On each occasion that the Company is requested to issue a Hot Work Consent or Diving Consent, the party requesting such Permit shall pay:

- | | |
|---|------------------|
| (a) When requested Monday-Friday 0900-1600: | £60 per Consent |
| (b) When requested outside the hours above: | £600 per Consent |

2. DELIVERY OF STORES TO VESSELS

The Company may provide craft, if available, for delivery of stores to vessels subject to such terms and conditions as the Company may from time to time determine. Charges shall be quoted upon application.

3. FRESH WATER SUPPLIED TO VESSELS

3.1 LOCATIONS

Fresh water may be obtained at Queen Elizabeth II Dock, Eastham, Ellesmere Port, Stanlow, Ince Oil Berth, Runcorn Lay-Bye, Runcorn Docks and Partington Basin.

3.2 CHARGES (where fresh water is supplied by the Company)

- | | |
|--|-----------------------|
| (a) Fresh Water Supply | £3.82 per tonne |
| (b) Connection/Attendance Fee at Sheerlegs Berth | £18.23 per hour |
| (c) Connection Fee at Other Locations | £54.70 per connection |

4. OVERTIME CHARGES AT RUNCORN DOCKS

For discharging and/or loading vessels at Runcorn Docks during Overtime Periods, the master or owner shall pay:

- | | |
|---|---------------------|
| (a) For discharging/loading bulk cargo: | £145 per gang hour† |
| (b) For discharging/loading bagged cargo: | £199 per gang hour† |

† plus additional charge for shunting vehicles if required.

All operations undertaken by the Company at Runcorn Docks shall be subject to the Company's "Terms and Conditions for Handling and Storing Bulk Cargo in the Harbour and Port of Manchester" from time to time in force.

5. ONLINE VESSEL BOOKING PORTAL ("PortLinks")

For each occasion that the Company (i) is requested to provide or has to request clarification regarding a booking; (ii) is requested to amend a booking; or (iii) is otherwise required to intervene in the booking process, the Company reserves the right to charge the registered user of PortLinks as follows:

- | | |
|--|-------------------------|
| (c) Request for clarification: | £79 per request |
| (d) Request for a single amendment to a booking: | £79 per request |
| (e) Intervention in the booking process: | £209 per intervention † |

† An intervention shall not engage the PortLinks Planning Team in more than 1 man-hour's work. If an intervention engages the PortLinks Planning Team in more than 1 man-hour's work, then the Company reserves the right to (i) cancel the booking and instruct the registered user of PortLinks to resubmit same; or (ii) charge the registered user of PortLinks £209 per man-hour for each hour or part thereof that the PortLinks Planning Team is engaged in excess of the first man-hour.

NB Where an intervention requires consultation with a manager from the Marine Operations Department, the Company reserves the right to levy an additional charge, and such charge shall be determined by the Company from time to time.

6. HYDROGRAPHIC INFORMATION

On each occasion that the Company is requested to supply hydrographic information, the party requesting such information shall pay:

- | | |
|--|-----------------------|
| (a) Printed hydrographic survey charts (A2 size and over): | £21 per chart |
| (b) All other hydrographic information: | Rate upon application |

ENQUIRIES

SUBJECT	DEPARTMENT	CONTACT
Charge Application/ Collector of Rates & Dues	Marine Operations	+44(0) 151 949 6222
Berthing of Vessels	Marine Operations	+44(0) 151 949 6141 <i>Option 1</i>
Hot Work/Diving Consents	Marine Operations	+44(0) 151 327 1244
Towage Bookings	Marine Operations	+44(0) 151 327 4638
PortLinks Registration & Help	Marine Operations	+44(0) 151 949 6143
Runcorn Docks Manager	Cargo Operations	+44(0) 151 949 6371
Invoicing	Financial Services	+44(0) 151 949 6209
Payment of Invoices	Financial Services	+44(0) 151 949 6254
Sales/Business Development		+44(0) 151 949 6913

Issued by:

Collector of Rates & Dues
Harbour and Port of Manchester
The Manchester Ship Canal Company Limited

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