Terms of Use

This website is owned and operated by Water and Sewerage Corporation ("WSC"). Use of this website signifies your agreement to the terms of use stated here. Please read these terms of use carefully before using this website. If you do not agree to these terms of use, please do not use this website.

Disclaimer and Limitation of Liability

1. While WSC uses reasonable efforts to include accurate and up-to-date information in the website, WSC makes no warranties or representations as to accuracy of the material. WSC assumes no liability or responsibility for any errors or omissions in the content of the website. Changes may be periodically made to the information at any time without notice.

2. THE USER OF THIS SYSTEM ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SERVER AND THE INTERNET GENERALLY. EVERYTHING IN THIS WEBSITE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH REGARD TO THE INFORMATION ACCESSED FROM, OR VIA, THIS SERVER OR THE INTERNET. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WSC DISCLAIMS WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. WSC does not warrant that the functions contained in the materials and this website will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available is free of viruses or other harmful components. WSC does not warrant or make any representations of any kind regarding the use or the results of the use of the materials in this Website in terms of their correctness, accuracy, reliability, effectiveness, timeliness, or otherwise. You, and not WSC, assume all of the risks associated with using this website.

3. IN NO EVENT SHALL WSC, ITS AFFILIATES, SHAREHOLDERS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY (IN RELATION TO OR AS A CONSEQUENCE OF USE OF THIS SITE) UNDER ANY CIRCUMSTANCES WHATSOEVER FOR ANY LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION LOSES, LOSS OF CONTRACT, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY, DELAY, LOSS OF GOODWILL, LOSS OF DATA, OR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, AND INCLUDING BUT NOT LIMITED TO PUNITIVE OR EXEMPLARY DAMAGES, WHETHER SAID LIABILITY, LOSS, OR DAMAGES ARISE IN CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF WSC WAS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WSC'S TOTAL LIABILITY TO YOU (OR ANYONE ELSE CLAIMING THROUGH YOU) FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT SPECIFICALLY PAID BY YOU TO WSC, IF ANY, FOR PURPOSE OF ACCESSING THIS WEBSITE.
4. This disclaimer and limitation of liability applies to any damages or injury caused by any failure of performance, error, omission, inaccuracy, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of any aspect of this Website, under any legal theory or cause of action.

Indemnity
5. You agree to indemnify, defend and hold harmless WSC., its affiliates, shareholders, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of any aspect of this Website, your violation of these terms of use, or your infringement of any intellectual property or other right of any person or entity.

Third Party Links
6. This website may contain links to other third party services and resources for informational purposes only. WSC is not responsible for such third party services and resources, nor does WSC approve or endorse such third parties or their services or resources.

Personal Data
7. Personal data is any information that allows you to be identified. The types of personal data WSC will collect may include details of your name, address, telephone number, email address, National Insurance number, passport number, driver’s license number, and account number. WSC will collect personal data from you through telephone contact by its authorized personnel; its representatives, servants and/or agents in its branch offices; and every time you email, fax or otherwise communicate your details to WSC in writing.

Consent
8. WSC does not collect personally identifiable information about you unless you provide same to WSC voluntarily and knowingly, either by voluntarily providing personal data to WSC; providing express consent or acknowledgement within a written, verbal or electronic process; via consent solicited by WSC or its agent for a specified purpose; or by receipt of this Terms of Use Policy. WSC will use your personal data where it is relevant to WSC’s dealings with you such as billing, payment and customer service, or where it has your consent.

9. Please contact WSC to correct or amend your personal data at any time.

Account and Password Security
10. Some parts of this WSC may require you to enter a password and account designation upon completion of a registration process. If this applies to you, you are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your password and account. You agree to notify WSC immediately of any unauthorized use of your password or account or any other breach of security. WSC will not be liable for any loss or damage that you may suffer as a result of someone else using your password or account.

WSC Privacy
11. Certain WSC employees are provided with information about a WSC visitor in order to serve that visitor's needs and provide the visitor with information regarding specific products, for example provision of bills electronically. WSC employees are mandated to adhere to strict standards of care in handling confidential information, including the personal data of its customers.

12. WSC seeks to continuously improve users’ experience when visiting this WSC, by providing useful information, addressing specific needs, and enhancing customer service. WSC may collect statistical information on the number of visitors to this WSC, pages visited and content viewed or downloaded, but WSC does not collect or retain information about individuals in particular.

Copyright and Proprietary Rights
13. No material from any Website owned, operated, licensed or controlled by WSC may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer and produce one printed copy for your personal, noncommercial home use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of WSC’ copyright and other proprietary rights.

Governing Law and Jurisdiction
14. This website and all disputes or other matters arising out of it shall be governed by the laws of the Commonwealth of The Bahamas and dealt with by a court of competent jurisdiction.

15. In cases where neither the claim nor any counterclaim exceeds the sum of B$100,000 (or such other sum as the parties may agree), any and all differences and disputes of whatever nature arising out of this Agreement shall be put to arbitration in the Commonwealth of the Bahamas, pursuant to the laws relating to arbitration therein force, before a board of three persons, consisting of one arbitrator to be appointed by the Corporation and one by Claimant/Customer and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice to serve on the Arbitrators and on to specify further disputes or differences under this Agreement for hearing and determination. The Arbitrators may grant any relief which they, or a majority of them, deems just and equitable and within the scope of the agreement of the parties, including but not limited to awards, and judgment may be entered upon any award made hereunder in any court having jurisdiction where either party holds assets or carries on business.

16. You specifically agree that if WSC should prevail in any legal proceedings, you shall pay all of WSC’s costs, including reasonable fees for in-house and outside counsel.

Amendments
17. WSC reserves the right to change these terms of use at any time. Please check this page periodically for changes. Your continued use of this website following the posting of any changes to these terms will mean you accept the changes. In the event that WSC changes this policy, WSC will post a message in the
news section of its website that states that the terms of use have been changed, and will provide a link to the Terms of Use.

Inquiries or Complaints
18. If you have any questions regarding this Terms of Use Policy, or wish to register a complaint about WSC’s use of your personal data, please contact us at helpdesk@wsc.com.bs