Terms and conditions for Use of Live Chat

Overview

Our one to one and group web chats are text-based. Questions and answers appear on a screen between you and our operator(s). You are not able to hear the chat; there is no video or audio. The web chat has been designed to address general queries relating to studying at Bradford and we may refer you to other areas of the University should we feel this would be beneficial.

We will endeavour to answer as many questions as possible in the allotted time usually between 9am – 5pm (Monday to Friday) for one to one chats. Group chats will be scheduled throughout the year and promoted on our web page at: http://www.bradford.ac.uk/undergraduate/visit-us/chats-and-webinars/

The University of Bradford moderates all comments and reserves the right to block, refer as appropriate and/or not respond to any messages which are considered to be confidential, inappropriate, vulgar, obscene, hateful, fraudulent, unlawful, threatening, discriminatory or defamatory, or for any other reason at the sole discretion of the University.

Taking part in a Live Chat

The live chat tool for the University of Bradford is a service brought to you by ‘Click4Assistance’

This chat facility is free of charge for users.

The following rules apply for the use of our live chat tool:

1. Users are solely responsible for any questions, submissions or content posted within the live chat tool. When using live chat, all users are prohibited from:

   a) publishing data, texts, images, files, links, software, or any other content the University of Bradford in particular deems illegal, harmful, threatening, abusive, harassing, slanderous, vulgar, obscene, hate inciting, racist or in other ways objectionable; harming others in any way; passing off as another person in the chat room(s);
   b) entering, publishing, transmitting content by email, or in any other way, if the user is not authorised to pass on this content;
   c) entering, publishing, transmitting content by email or in any other way if this violates the rights of third parties, particularly patents, marks, copyrights, business secrets or other ownership rights;
   d) entering, publishing, disseminating or naming in any other way any advertisement, promotion material or other information/news if it promotes other University or education providers in the chat rooms;
   e) using the live chat tool for commercial purposes;
   f) entering, publishing, transmitting material or any other content by email or any other way if it contains software viruses or other information, files or programmes designed or apt to interrupt, destroy or restrict the functioning of the computer software and hardware or of telecommunication systems;
   g) from hampering the technical performance of the live chat tool or from interrupting the ordinary process of communication or in any way impairing the possibility of other users to communicate in real-time;
   h) from altering, modifying or reverse engineering any part of the live chat tool;
   i) accessing the servers or networks linked to the live chat tool or interrupting these or not complying with regulations, processes or other rules of the networks associated with the live chat tool;
j) using or launching any automated system, including without limitation, “robots” or “spiders”, “load testers” or “DDoS attacks” that seek to send more messages to the live chat server than is possible for a human to send in the given time

k) harassing, threatening, slandering, importuning, or embarrassing anyone, be it a natural or legal person or personality, or cause this person inconveniences of any kind;

l) using languages other than the one specified for the respective chat room (usually English).

2. During registration for a Chat, the user is required to enter their first name, which will be used for the duration of the chat and subsequent communications (see Data Policy). Section 1 (a) also applies to the inputting of their first name.

3. In case of breach of these Terms and Conditions, the University reserves the right to delete the individual’s contribution. In serious cases or in case of recurrence, the University of Bradford is entitled to delete the user’s registration and to block the account temporarily or permanently. It shall be at the sole discretion of the University of Bradford to assess the situation leading to a blocked account.

4. Compliance with these rules shall be monitored by an administrator within the University External Affairs Directorate. Every user is also authorised to inform us by email in case of suspected violation of the Terms and Conditions for Use.

5. Every user is responsible for the content and data he/she publishes, and uses the live chat tool at their own risk. To the extent permitted by law, the University of Bradford shall not assume any liability for damage or losses of any kind resulting from the use of the chat tool.

6. A cookie will be placed on the service user’s machine and the IP of the device registered against the chat.

7. No assurance or warranty, express or implied, can be given for the availability and reliability of the chat tool.

8. Information to users may contain links to third party websites. The University has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third party websites. By using the chat tool you expressly acknowledge and agree the University shall not be responsible for any damages, claims or other liability arising from or related to your use of any third party website.

9. The present Terms and Conditions for Use may be subject to change at any time. The users of this chat tool are not entitled to assert claims of any kind against The University of Bradford. The University of Bradford shall not be liable for any damage caused by the faulty transmission or non-transmission of contributions, irrespective of whether a confirmation of transmission is received or not.

10. The University’s General Terms and Conditions remain hereby unaffected.

**Data Policy**

A record of each one-to-one live chat will be held within the system and may be used when looking into your enquiry and for quality and monitoring purposes.

You may be asked to complete a short survey on completion of your web chat. All answers for the survey will be used for service improvement.

The Click4Assistance tool automatically gathers the following information and this is used generally to see where users are coming from to aid marketing activities in the future:

- Information about the visitor’s browser (e.g. Internet Explorer version 10)
- Referrer (how the user ‘got’ to our website, e.g. Google or a course page)
In addition, service user contact details including first name, email, telephone number, and year of entry will be captured and used to contact enquirers with information about the University of Bradford, including sending an invite to join our Your Bradford portal. Users can opt out of these email communications at any point.

Complaints and Comments

If you wish to make a complaint or comment regarding a chat (i.e. that you think it is objectionable or in breach of these terms and conditions) then please contact us by email at: enquiries@bradford.ac.uk