

# International



Innovation in Knowledge Based and Intelligent Engineering Systems

## **KES Conference and Symposium Terms and Conditions**

#### In this document:-

- 'The Conference' means –
  Any conference or symposium organised by the Organisers including any invited session, workshop, exhibition, school or tutorial that forms part of the programme or is associated with the event.
- 'The Organisers' or 'we' or 'KES' means KES International Operations Ltd, registered in England and Wales as company no. 07846911, registered office: 106 Heworth Green, YORK, YO31 7TQ, United Kingdom
- 'Delegates' or 'you' means those submitting papers, organising or proposing conference activities, and/or registering for, and/or attending the conference.
- 'Conference Activities' means anything forming, or intended to form, part of the conference programme including, but not restricted to, invited sessions, workshops, exhibitions, schools, tutorials and general conference sessions.

By submitting a paper to the Conference, submitting a proposal to organise Conference Activities, registering for the Conference, or attending the Conference, you indicate that you fully agree to the Terms and Conditions contained in this document, and that you are willing to comply with them and be bound by them.

## 1. REGISTRATION

- 1.1 To register for the Conference you must complete and submit the online registration form following the instructions found on the web site. By doing this, you undertake to pay the appropriate fee, that you will attend the Conference, that you will present any paper you submitted that has been accepted; and you consent for us to publish the paper where we choose.
- 1.2 To complete your registration you must make payment according to the list of 'Fees and Charges' available on the Conference web site. Your registration is not complete, and you do not have the right to attend the Conference or to receive the benefits and services of the conference, until correct payment has been received by us.
- 1.3 If you register for, make full payment according to the list of 'Fees and Charges' shown on the conference web site, and attend the Conference, and in addition present any paper that you have submitted, and which has been accepted, then you qualify as a KES Member for benefits including attendance at subsequent KES conferences at the KES Member rate.
- 1.4 If you submit a paper and register but do not attend the Conference, or fail to present any paper that you have had accepted, you lose the right to any KES Membership benefits and we reserve the right to refuse to supply you with the proceedings and/or other conference materials. We further reserve the right to refuse to accept papers from no-show authors at subsequent KES events.
- 1.5 If you wish to take advantage of the early registration rate you must ensure we receive full payment (not just the registration form) before the early registration deadline, otherwise we reserve the right to charge the late registration rate.
- 1.6 If you choose to pay by credit card, you must make payment through the credit card service provider that we choose, according to their Terms and Conditions. Your credit-card information will not be received, handled or stored by us, and we take no responsibility for it. If for any reason you choose to send us your credit card details, we undertake to take care of them to the best of our ability, but we take no responsibility for any loss through credit-card fraud or crime occasioned by our possession of them.

- 1.7 Papers submitted by delegates will only be published in the proceedings if full registration payment is received by us before the early registration deadline.
- 1.8 Payment of on-site registration is only permitted for delegates who have not submitted a paper, and at our discretion. On-site registrations, if we allow them, or payments for other goods or services, must be made using a credit card or cash, as specified by us at the time.
- 1.9 We reserve the right to reject a registration application without giving reasons, or to terminate a registration at any time.

#### 2. REGISTRATION CANCELLATION AND REFUNDS

- 2.1 Before two months prior to the start date of the conference, and providing you have not had a paper accepted, you may cancel for a refund of the amount received by us less a 25% processing charge. The cancellation must be in writing or by email. After two months before the start date of the conference, no refund is possible. If you have had a paper accepted, no refund is possible even if you cancel.
- 2.2 Substitution is possible at any time up to the start date of the conference, providing we have already received full payment.
- 2.3 We reserve the right to not to make refunds until up to three months after the conference. Refunds for payments made by credit cards will only be made to the original credit card.
- 2.4 No refund will be made if a delegate is in breach of any of these Terms and Conditions.

#### 3. PROGRAMME

- 3.1 We reserve the right to amend or cancel events in the published programme at any time.
- 3.2 We will consider proposals from those wishing to organise Conference Activities. The final decision about whether or not to accept such proposals will be made by the Organisers. We do not undertake to explain the decision, or enter into discussion about it, or the reasons for it. Proposers of Conference Activities agree to accept the decision of the Organisers without question.

## 4. DATA PRIVACY

4.1 Any personal information provided as part of conference registration is used for the purpose for which it has been provided. Such information may be kept by KES using electronic, physical or other means. It will not be passed to other organisations or individuals. This information may be used by KES for notifying delegates of next year's conference, or in connection with the delegate's KES Membership, and other KES activities, and you give us your consent to do this.

## 5. CANCELLATION OF THE CONFERENCE

- 5.1 We undertake to do our best to deliver a first-class conference to the satisfaction of delegates, as we have successfully achieved for over five years. However, in these uncertain times, events beyond our control may make cancellation or changes to the conference unavoidable. In the unlikely event of cancellation of the Conference, or changes to the features and services provided, the maximum liability of the organisers shall be limited to a refund of the Conference registration fee paid by you at the time of booking, with no additional liability to us for travel costs, hotel costs, or any other costs or expenses whatsoever.
- 5.2 The Organisers shall not be liable for cancellation of the Conference, or changes to it, due to circumstances beyond their reasonable control, including but not limited to, any act of God, natural disaster, fire, flood, storm or tempest, disease, war, act of terrorism, riot, civil commotion, malicious damage, crime, theft or fraud perpetrated on us, insolvency or failure of parties with whom we contract, or industrial action. In case of cancellation for such a reason, you may not receive a full refund of the registration fee you have paid.

5.3 Delegates are responsible for taking out appropriate insurance cover in connection with their attendance at the Conference and cancellation of it. We recommend that delegates do take out such insurance.

## 6. CONFERENCE PROCEEDINGS

- 6.1 We will make all reasonable efforts to publish accepted papers as described on the conference website, from delegates who register and pay the fees for a KES conference. However, we cannot be responsible for the actions of publishers and other third parties. If it is not possible to publish the proceedings using the advertised publisher, we may need to use another publisher, and this will not constitute a valid reason for cancelling your registration, or the refund of any fee paid.
- 6.2 We do not guarantee to publish in the proceedings
- any paper by an author in breach of any of the conference Terms and Conditions, for example those that do not attend the conference and present their paper;
- any paper where we do not receive all the required files and copyright release form (if needed) by the stated deadlines, or when we request them;
- any paper that the publisher refuses to publish, or that cannot be published for another reason beyond our control.

## 7. SPECIAL REQUIREMENTS

7.1 Delegates with any special dietary requirements or access requirements must state these on the Registration Form and we will try to make provision for them. It is your responsibility to inform the conference venue, caterers, and anyone else necessary, of any food allergies and intolerances you may have and we take no responsibility for this.

#### 8. LIABILITY

- 8.1 You attend the conference at your own risk.
- 8.2 You agree not to hold the Organisers liable for any losses, damages, expenses, costs, claims or liabilities suffered or incurred by you, including consequential or indirect losses or loss of profit, through registering for the Conference, attending the Conference, cancellation of the Conference, failure of the Conference to achieve your expectations, or any error or omission on the part of the organisers.
- 8.3 You agree not to hold the Organisers liable or responsible for any personal harm or injury you suffer while attending conference, or while travelling to or from it.
- 8.4 The Organisers shall not be liable for any loss or damage to your personal property.

#### 9. GENERAL CONDITIONS

- 9.1 The Organisers reserve the right to change the Terms and Conditions at any time without prior notice.
- 9.2 Any variation to these terms and conditions shall only be valid if agreed by the KES International Executive Chair in writing.
- 9.3 These terms and conditions shall be governed by, and construed in accordance with, the laws of England and Wales. Disputes shall be exclusively subject to the jurisdiction of the courts of England and Wales.
- 9.4 Nothing in this document shall be construed as an attempt to exclude your rights under law.