
October 8, 2024

PUBLIC OFFER (AGREEMENT)
for the Provision of Educational Services through Short-Term Courses, Lectures,
Seminars, Trainings, and Conferences

Westminster International University in Tashkent (hereinafter referred to as “WIUT”), acting in accordance with the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 22 dated 16 January 2002, hereby extends this public offer (hereinafter referred to as the “Offer”) to individuals (hereinafter referred to as the “Participant”) for the conclusion of an agreement for the provision of educational services (hereinafter referred to as the “Agreement”) under the terms and conditions set forth herein. WIUT and the Participant shall be collectively referred to as the “Parties” and individually as a “Party.” The full list of services and corresponding fees is published on the University’s official website: <https://cple.wiut.uz>.

Full payment for the services in accordance with the terms of this Offer shall constitute the Participant’s full and unconditional acceptance of the Offer, pursuant to Article 370 of the Civil Code of the Republic of Uzbekistan, and shall be deemed equivalent to entering into a binding Agreement.

WIUT reserves the right to amend this Offer at any time without prior notice to the Participant. The revised version of the Offer shall become effective upon publication on the University’s official website: <https://cple.wiut.uz/>. It is the sole responsibility of the Participant to regularly review the current version and the applicable terms of this Offer.

1. Subject of the Agreement

1.1. WIUT undertakes to provide educational services in the form of short-term courses, lectures, seminars, trainings, and conferences (hereinafter referred to as the “Courses” or “Services”), and the Participant undertakes to accept and pay for said Services under the terms set out in this Offer.

1.2. Detailed information regarding the Courses, including titles, delivery formats (in-person, hybrid, or online), duration, fees, and other relevant characteristics, shall be made available on the official website of WIUT: <https://cple.wiut.uz>.

1.3. The duration of the Services shall be determined in accordance with the pre-approved training programme and class schedule established by WIUT.

1.4. Upon successful completion of a Course and subject to clause 2.2.6, the Participant shall be issued a Certificate of Completion. It is hereby noted that the Services do not entail final certification and do not result in the issuance of formal educational or qualification documents.

1.5. WIUT reserves the right to engage third-party providers to deliver the Services.

1.6. Prior to accepting this Offer, the Participant must complete the registration form for the selected Course, available on the website <https://cple.wiut.uz>.

2. Rights and Obligations of the Parties

2.1. WIUT undertakes to:

2.1.1. Organise and ensure the proper provision of Services in accordance with the approved training programme and schedule, including the technical preparation of facilities (classrooms meeting sanitary standards, internet access, whiteboards, stationery, projectors—where Services are provided on WIUT premises);

2.1.2. Provide the Participant with necessary study materials and handouts in electronic or printed form;

2.1.3. Inform the Participant of all relevant details concerning the Course, including its programme and schedule, via the Participant's Telegram account, email address, or mobile number as indicated at the time of registration;

2.1.4. Ensure opportunities for collecting, reviewing, and analysing Participant feedback, and take reasonable measures to improve the quality of Services, where necessary;

2.1.5. Use the Participant's personal data and other confidential information solely for the purpose of executing this Agreement and shall not disclose such information to third parties, except as required by applicable legislation of the Republic of Uzbekistan.

2.2. WIUT shall have the right to:

2.2.1. Independently determine the format of study (in-person, hybrid, or online), instructional methods, course delivery frequency, and assessment systems in accordance with the nature and content of each Course;

2.2.2. Refuse or suspend the provision of Services if the Participant is found to be in breach of the terms of this Offer;

2.2.3. Make changes to the Course schedule, including time, instructors, or trainers, by providing the Participant with prior notice of no less than 24 hours;

2.2.4. Independently appoint instructors, lecturers, and trainers for the delivery of the Courses;

2.2.5. Unilaterally amend the terms of this Offer and/or the training programme;

2.2.6. WIUT reserves the right to withhold the Certificate of successful completion of the course program if the Student misses more than 30% of classes or fails to meet the conditions specified in the Training Program for each particular course;

2.2.7. Record photo and video materials during Course delivery and use such materials for promotional, informational, and other lawful purposes without requiring the Participant's prior consent;

2.2.8. Conduct surveys and questionnaires among Participants to assess and improve the quality of the Services provided.

2.3. The Participant undertakes to:

2.3.1. Comply with WIUT's class schedule, fire safety regulations, and sanitary standards;

2.3.2. Observe discipline and adhere to generally accepted standards of conduct, including demonstrating respect toward WIUT staff and other participants, and refraining from conduct that may hinder the learning experience of others;

2.3.3. Diligently participate in the educational program, attend all scheduled classes as prescribed by the training program and timetable, and complete all academic assignments within the framework of the course;

2.3.4. Treat WIUT's property with due care and use it strictly in accordance with its intended purpose. In the event of any damage to the property, the Participant undertakes to promptly notify the administration and to compensate for the cost of repair or replacement of the damaged property, in accordance with WIUT's requirements;

2.3.5. In the case of remote learning, independently ensure the availability of all required technical resources, including a personal computer or laptop, a stable internet connection, and any necessary software, to fully participate in the educational process;

2.3.6. Maintain the confidentiality of all educational materials and information provided during the training. The Participant agrees not to distribute, reproduce, publish, or disclose such materials to third parties in any form or by any means without the prior written consent of WIUT. All materials and information received shall be used exclusively for personal educational and professional development purposes and shall not be used to create commercial products or for any other purposes unrelated to the educational process. The Participant acknowledges that a breach of these obligations may entail legal liability under applicable law.

2.4. The Participant shall have the right to:

2.4.1. Request and obtain comprehensive information on matters relating to the educational services provided, receive timely and informative responses, and access up-to-date information regarding the class schedule;

2.4.2. In the case of in-person training, make use of WIUT's facilities and any instructional materials necessary for the educational process during class sessions;

2.4.3. Submit suggestions to WIUT regarding improvements to the organization of the educational process, including but not limited to the content of academic programs, teaching methods, class schedules, and other relevant aspects of instruction;

2.4.4. Unilaterally terminate this Offer in the cases provided for in Section 8 of this Offer.

3. Fees and Payment Terms

3.1. The fees for educational services shall be determined in accordance with the selected training program and are subject to the specific features of the course. Detailed information about training programs and current fees is available on WIUT's official website: <https://cple.wiut.uz/>

3.2. The acceptance period for this Offer shall be equivalent to the period allowed for payment. Full payment must be made no later than five (5) banking days prior to the commencement of the educational services by WIUT;

3.3. Payment by the Participant shall be deemed to constitute full acknowledgment and acceptance of the terms and conditions of this Offer prior to payment. Any objections or claims concerning disagreement with the terms of the Offer shall be accepted only in writing and only prior to the Participant making payment;

3.4. Payment for WIUT's services shall be made by the Participant as a 100% advance payment of the total cost of the selected services. Payment shall be effected using the bank details specified in Section 9 of this Offer, via one of the following methods:

– in cash or by bank transfer through financial institutions in the Republic of Uzbekistan, based on an official payment receipt; – via mobile payment applications such as InfinBank, UzumBank, or other options listed on WIUT's website: <https://cple.wiut.uz/>

3.5. WIUT reserves the right to revise the prices of the services offered. However, once full payment has been received for a course, any increase in the course fee shall not be applicable to the Participant;

3.6. The payment obligation shall be deemed fulfilled upon the full receipt of funds in WIUT's designated bank account.

4. Regulation on Rescheduling and Missed Sessions

4.1. In the event of circumstances that prevent the holding of a session in accordance with the approved schedule, WIUT shall notify the Participant no less than twenty-four (24) hours prior to the scheduled start of the session.

4.2. If the Participant is absent at the scheduled time of the session, WIUT reserves the right to proceed with the session without the Participant. In such case, the session shall be considered missed at the initiative of the Participant and shall not be subject to rescheduling or any form of compensation.

4.3. In the event of a missed session due to a valid reason, WIUT may, at its sole discretion, consider the possibility of providing supplementary materials or a consultation to cover the missed content. Valid reasons for absence may include:

- Illness of the Participant, confirmed by an official medical certificate of incapacity for work. The Participant must submit the relevant documentation within three (3) banking days following recovery.

- Business travel, confirmed by an official document (e.g., an extract or a copy of a business travel order, a travel authorization, or a similar document). The Participant must notify WIUT of the forthcoming trip no later than two (2) banking days before the scheduled session.

- Other urgent circumstances duly documented and officially confirmed.

4.4. In the presence of valid reasons, WIUT may, at its sole discretion, apply the previously paid amount, either partially or in full, as credit towards future training, provided such training is commenced within twelve (12) months from the date of payment for the services, and applies to one of the training courses offered by WIUT.

5. Procedure for Group Formation

5.1. To ensure the optimal delivery of educational services, WIUT establishes a minimum group size of twelve (12) Participants per training group. Should the number of registered Participants fall below this threshold, WIUT reserves the right to postpone or cancel the start of the course. In such cases, all amounts paid by the Participant shall be refunded in full within ten (10) banking days, upon submission of a written refund request by the Participant.

5.2. If the number of applicants exceeds the available places in a training group, the Participant shall be placed on a "Waiting List" and may be invited to join the training once a vacancy arises.

6. Liability of the Parties and Dispute Resolution

6.1. In the event of any disputes or disagreements arising in connection with the performance of this Offer, the Parties shall undertake to resolve such matters amicably through negotiations.

6.2. If the Parties fail to reach a mutually acceptable resolution through negotiations, the dispute shall be submitted to the competent court for resolution in accordance with the legislation of the Republic of Uzbekistan. The court having jurisdiction over the location of WIUT shall have exclusive competence.

6.3. All aspects of the relationship between the Parties that are not expressly governed by the provisions of this Offer shall be regulated by the applicable laws of the Republic of Uzbekistan.

7. Force Majeure

7.1. Neither Party shall be held liable for full or partial non-performance or improper performance of its obligations under this Offer if such non-performance results directly from force majeure events beyond the reasonable control of the Parties and occurring after the conclusion of this Offer.

7.2. Force majeure shall include extraordinary, unavoidable, and unforeseeable events under the given circumstances, including but not limited to: natural disasters (such as earthquakes, landslides, hurricanes, droughts, floods), socio-political events (such as mass civil unrest, armed conflict, blockades, embargoes, trade restrictions imposed in the national interest, the imposition of international sanctions), public health emergencies (such as epidemics, pandemics, or quarantines), man-made disasters (such as fires or explosions), unforeseen accidents, and significant disruptions in infrastructure networks (such as transportation or power systems), provided such events are exceptional, widespread in nature, and beyond the control or influence of the Parties, and which directly prevent the Parties from fulfilling their contractual obligations.

7.3. In such cases, the period for the performance of obligations under this Offer shall be extended for the duration of such force majeure circumstances and their consequences. The Party for which the fulfillment of obligations under this Offer has become impossible shall immediately notify the other Party in writing about the occurrence, expected duration, and termination of the aforementioned circumstances. Force majeure shall be evidenced by an official certificate issued in the prescribed form by the Chamber of Commerce and Industry of the Republic of Uzbekistan. If the inability to perform obligations continues for more than three (3) months, WIUT reserves the right to terminate this Offer, in whole or in part, without any liability to compensate the Participant for any actual or potential damages, including costs and losses.

8. Miscellaneous

8.1. This Offer shall enter into force upon receipt by WIUT of full payment from the Participant and shall remain in effect until full discharge by both Parties of their respective obligations. Early termination of this Offer may occur:

By mutual written agreement of the Parties;

In the event of material breach by either Party of the terms and conditions set forth in this Offer;

At the discretion of WIUT, in the event false or misleading information is provided in the registration form at the time of course enrollment;

Unilaterally by WIUT, in the event of repeated (two or more instances) violations by the Participant of the rights or lawful interests of other Participants or WIUT employees, including disruptions to the educational process, breaches of the training schedule, or failure to fulfill obligations stipulated herein;

In other cases provided for under the applicable laws of the Republic of Uzbekistan.

8.2. In the event of unilateral termination of this Offer by WIUT due to the fault of the Participant, any previously paid fees shall be non-refundable.

8.3. Should the Participant elect to terminate this Offer, they must notify WIUT in writing no later than one (1) banking day prior to the commencement of the course. Failure to provide timely notice shall render the payment non-refundable. For payments made via online payment systems (e.g., InfinBank, UzumBank), any refund shall be made net of the applicable service commission. Refunds shall be processed by WIUT within ten (10) banking days.

8.4. In the event the Participant unilaterally terminates this Offer after the course has commenced, all paid amounts shall be deemed non-refundable.

8.5. The payment of penalties (fines, interest, or other charges) or the application of other remedies for breach shall not release the defaulting Party from the obligation to perform its outstanding duties under this Offer.

9. WIUT Contact Details

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