

FCA online invoicing - terms and conditions

- 1.1. The following terms and conditions apply to our new integrated online invoicing application ('the Application') available to firms from 1 April 2021 and contain important information regarding your legal rights and obligations.
- 1.2. By accessing and using the Application you confirm that you are eligible to do so and acknowledge that you have read, understood and agree to be bound to these terms, which are governed by and interpreted in line with English law.

Registering and using the Application

2.1. From 1 April 2021, you have either:

- (a) applied to use the Application on behalf of your firm by using a 12 character Unique Validation Code and providing your email address ('Self Registration') or
- (b) had your user account migrated from our previous online invoicing (Oracle-based) portal to our new Application (see 2.2 below).

2.2. Prior to 31 March 2021, you would have either:

- (a) applied to use the Application on behalf of your firm by using an eight character Unique Validation Code and providing your email address ('Self Registration')
- (b) been notified that 'we' (the FCA) have created a default user for your firm using either:
 - a. the firm's principal place of business email address as recorded on [our Register](#), or (if no valid principal place of business email address is held)
 - b. an email address used by the firm in the context of fees (for example when reporting fee-related information or communicating fee-related queries to the FCA), and you or an agent of your firm has set a password to activate your account ('Default Registration').

2.3. From 1 April 2021, in both instances (2.1 (a) and (b)) you are considered to be a registered user ('Registered User') and accept that you act for and on behalf of your firm when using the Application. You and your firm accept responsibility and liability for your acts and omissions when using this Application.

2.4. You may cease to be a Registered User at any time by following the steps set out under the *Manage Firms and Contacts* tab at the top of this Application.

Invoicing and payments data

3.1. We will endeavour to ensure that information on the Application relating to regulatory fees, levies and other charges, payment history and dispute history displayed is accurate and up to date and based on information available at the time.

3.2. As a Registered User you agree to not receive any invoices by post. You will access invoices through the Application unless you have opted to receive pdf copies of invoices attached to email notifications. Invoices, payment information and account statements can be downloaded or printed as required from the Application.

Submission of fee tariff data

4.1. We will endeavour to ensure that information on the Application relating to fee tariff data displayed is accurate and up to date and based on information available at the time.

4.2. As a Registered User you agree to submit fee tariff data through the Application (including providing additional detailed explanations for year-on-year variances where prompted) when requested by the FCA. In doing so, you confirm that the information:

- (a) is correct as required under FCA Handbook of rules and guidance and understand that the information will be used in the calculation of your firm's annual fees & levies, and
- (b) has been reviewed and approved by an individual at the appropriate level of seniority, eg compliance director, prior to submission.

De-registering your firm

5.1. If you want to receive invoices, other fees communications and fee tariff data requests by post and not through the Application, you can de-register by completing the de-registration form on our website or inactivate all your firm's registered users when logged into the Application. Please note that if you do so, the FCA charges £50 per year for our paper service. This annual charge will be included on your annual fees invoice. For more information regarding the introduction of this charge, see handbook notice HN74, (paras 3.35–3.40).

Registered User's obligation

6.1. You agree to log onto the Application when we email you to inform you that new transactions have been raised against your account (unless you have opted to receive pdf copies of invoices attached to email notifications) or when requested to submit fee tariff data online.

6.2. If you are unable to use the Application, or access any material contained in it, you are still obliged to:

- (a) settle all invoices raised against you by the due date. You will also still be liable to pay any late payment surcharges or any other charges incurred if you settle the invoice after the due date.
- (b) submit fee tariff data when requested by the FCA by obtaining a paper return and emailing it to the FCA. You will also still be liable to pay a late reporting administration fee if you do not submit data by the due date.

6.3. You must not use this Application in any way that causes or is likely to cause it, or access to it, to be interrupted, damaged or impaired in any way. You must only use this Application for lawful purposes.

6.4. We may terminate your use of or access to this Application for any reason at any time.

Access and security

7.1. Registered Users are responsible for maintaining the confidentiality of (a) the Unique Validation Code and (b) any password(s) used in this Application.

7.2. Registered Users are fully responsible for all activities that occur under their account(s). You agree to notify us by email at fcafees@fca.org.uk immediately of any unauthorised use of the Unique Validation Code or user name(s) or password(s).

7.3. Registered Users can request that their Unique Validation Code be re-set by emailing fcafees@fca.org.uk or contacting the FCA's Supervision Hub.

7.4. We are concerned about the security of information contained on this Application and we have taken reasonable steps to prevent unauthorised access to that information.

Personal information

8.1. Any person who self-registers for the Application will be required to submit personal information about him or herself (e.g. their name and email address, etc.) in order to use the Application.

8.2. On entering their details in the fields requested, we will provide them with access to the services as a Registered User. Their information will be held securely on our servers. We will act in accordance with applicable data protection legislation. For more information on how we process your personal data, please visit our Privacy Notice (fca.org.uk/privacy).

8.3. Registered Users have the right to request a copy of the personal information held about them and to have any inaccuracies corrected. Further information about your rights under the data protection legislation are on the front page of the Privacy Notice. These requests should be sent to our Data Protection Team (dataprotection-individualsrightsrequests@fca.org.uk).

Website links and card payment portal

9.1. The Application provides links to websites and a card payment portal. We provide links to our website for further fee-related information.

9.2. We are responsible for the information contained on our website to the extent stated in the legal information section: <http://www.fca.org.uk/site-info/legal>. We do not control the card payment portal or non-FCA websites. We are not responsible for the contents of these linked websites or any link in a linked website, or any changes or updates to such websites.

9.3. We include links for convenience. The inclusion of a link does not imply our endorsement of the website.

Service access

10.1. While we try to ensure that this Application is available during normal working hours, we will not be liable if, for any reason, the site is unavailable for any period of time.

10.2. Access to this Application may be suspended temporarily or permanently and without notice.

Changes to the Application

11.1. We reserve the right to change or update the Application at any time without notice. We reserve the right to alter or delete material from this Application at any time at our discretion.

Our exemption from liability in damages

12.1. Except as permitted under the Financial Services and Markets Act 2000, we will not be liable for any damages arising out of access to, use of or inability to use this Application or any errors or omissions in the content of this Application.

Changes to our terms and conditions

13.1. We reserve the right to change these terms at any time without notice. All Registered Users will be notified of revisions to our terms and conditions on our “Home” page.