

# Terms and Conditions

## FPSB Ireland DAC TERMS AND CONDITIONS

**Effective Date: 1<sup>st</sup> February 2023**

These Terms and Conditions are between you and Financial Planning Standards Board Ireland DAC (“FPSB”) and are governed by our Bye-Laws. By entering into a “business relationship” with FPSB (becoming a Visitor or Licencee) you agree to be legally bound by and accept these Terms and Conditions. Please take the time to read these terms carefully and only proceed with the “business relationship” if you are fully satisfied with the contents herein.

### General

1. The following constitute the continuing obligations of licenced CERTIFIED FINANCIAL PLANNER™ professionals:

(A) Acceptance of the Code of Ethics and Professional Responsibility and of the Practice Standards and disciplinary process as set out in articles of association of FPSB Ireland and/or Bye-Laws of FPSB Ireland, as applicable from time to time,

(B) Adherence to continuous professional development requirements as set out from time to time in Bye Laws and/or Council resolutions,

(C) Continue to hold a Recognised Financial Advice qualification. For this purpose, a Recognised Financial Advice qualification is a qualification that is recognised by the Central Bank of Ireland under its Minimum Competency Code in respect of all of the following categories of Retail Financial Product: Life Assurance, Pensions, Savings and Investment, Housing Loans, Home Reversion Agreements and Associated Insurances, and Consumer Credit and Associated Insurances.

(D) Payment of such annual or other fees as may be prescribed by the Council of FPSB Ireland

- (E) Undertaking to seek renewal of certification as a CERTIFIED FINANCIAL PLANNER professional every three years in accordance with the terms from time to time specified by Council.
2. Your CFP® licence remain the property of FPSB and should your licence lapse, or if you fail to comply with the requirements for retaining the licence, you are required to return the licence certificate to FPSB.
  3. Correspondence may be sent to the postal and/or email address you have provided to us. It is your responsibility to ensure that we have your correct contact details at all times. You can amend these as/when necessary by clicking on 'My Contact Details' on your dashboard at <https://www.fpsb.ie/log-in/>.
  4. Our website [www.fpsb.ie](http://www.fpsb.ie) may contain links or references to other websites not operated or maintained by us. You acknowledge and agree that we and our affiliates, agents, assignees, related third parties and/or group companies are not responsible for the content of these linked websites or for any loss or damage arising due to you directly or indirectly accessing them, including breaches to your privacy rights. We encourage you to read the terms and conditions, privacy notices and others policies of every website you visit.
  5. By using our services online, you acknowledge and agree that instructions transmitted via this medium are considered to have originated from you. It is your responsibility to keep these details safe and secure and to only disseminate them to those who you wish to have access to your personal data.
  6. Due to its nature, the risks arising from using the internet are higher than may arise elsewhere. By entering into a business relationship with FPSB you acknowledge these increased risks. We assume no responsibility for any error or omission on our website [www.fpsb.ie](http://www.fpsb.ie) or associated linked websites. We further accept no liability and you agree not to hold us liable for any computer virus or similar which may corrupt your computer through the use of our website or associated linked websites.
  7. Our "business relationship" (i.e. your licence) may be terminated by either of us in writing (or over other medium) including but not limited to email and/or telephone. You accept and acknowledge that there is no refund of licence fees upon termination.

8. FPSB may change these Terms and Conditions from time to time. We will display our most current terms and conditions on our website and you are advised to review these on our website from time to time.