Terms of use

Who we are
These legal terms (English law applies, and disputes will be settled by English courts) are between you and Hedge App Limited, trading name Tumelo, (Tumelo/us/we) and you agree to them by using the Tumelo app.

Our companies house number is 11072709 and our FCA registration number is 821207. We live in the RBS building, Avon Street, Bristol, BS2 0PT.

How to contact us
You can email us at hello@tumelo.com.

You can write to us at Tumelo, Flat 13 Berkeley house, Charlotte Street, BS1 5PY.

How we’ll contact you
We can call, email or write to you at your home address in clear English. We’ll also use push notifications to tell you what is happening with your Tumelo account.

Who can use our services
Since we only offer a Tumelo ISA, you may only use our services if you are:

- Over the age of 18
- A resident taxpayer in the United Kingdom
- Not a US citizen

Where your money is held
We use a third party called Seccl Custody Limited to hold your money and assets. We ensure that they are regulated by the Financial Conduct Authority and that they are up to the standard that we require through quarterly meetings. If we believe there is a better opportunity elsewhere, we reserve the right to switch to a different provider at any time.

You can see our full Tumelo ISA terms here.

Your money is protected
Your money is protected under the Financial Services Compensation Scheme up to £85,000. This does not cover market fluctuations but does cover events such as an insolvency of a third party or Tumelo.

Making payments
We allow you to make payments in and out of your Tumelo account via a direct debit. These are covered under the Direct Debit guarantee scheme.

When you create an account with Tumelo, we ask that you connect a debit card. We do not allow you to change the card that you have linked to the Tumelo account for anti-money laundering purposes. That is to say that if you send money to your Tumelo account from your current account, then we will only send your money back into that same account.

If we believe that you are laundering money through the Tumelo account or are breaking the law in any other way, we may freeze any transactions and notify the appropriate authorities.
We provide advice
Tumelo is a regulated financial advisor that gives you financial advice that is based upon the information you give us.

Using this information, we build you a portfolio of Exchange Traded Funds that match your financial and impact goals. Each time we wish to make a change to your portfolio (such as to rebalance your portfolio), we will ask you for permission through our usual contact methods.

Each time we provide you with financial advice, we will supply you with a “suitability report” that contains a summary of the information that you provided us as well as the advice that we have provided you.

We do not accept liability in the situation that you provide us with inaccurate information about your financial situation.

Executing trades
We execute all our trades via our best execution policy that you can read here. We work with a third-party called Seccl Technologies Limited in order to provide this service.

Our fees
We charge you a percentage-based fee in order to provide our services. This includes a custody fee, a trading fee, an advice fee and an ETF fee.

We may change this fee, but we will always notify you at least one month in advance through one of our usual contact methods.

Fees outside of our control
You may have to pay taxes if you exceed the limit of your ISA account. This is handled by HMRC who would contact you at the end of the financial year in the situation that you had gone over your ISA limit. You can find the information about the current ISA limit here.

You agree to us using your information
By accepting these terms, you agree to us using your information to give financial advice, open a Stocks and Shares ISA and make trades. If you’re no longer happy for us to use your information, we’ll have to close your account. But we may keep your personal data and use it where we have lawful grounds to do so. For example, any records we need to keep for regulatory reasons.

You can see our full privacy policy here which details how we use and disclose your data to third parties.

If something goes wrong
Please always keep your phone and log in details safe. If we discover any security issues affecting your account, we’ll contact you as soon as possible in the most secure way, using one of our usual channels.

Closing your account
You can close your account at any time. If you’d like to do this, please get in touch with us. You’ll need to pay any fees owed up to the end of the month you are have chosen to leave.

Once we’ve closed your account, you won’t be able to access it.
We can close your account by giving you at least two weeks’ notice. However, we may close your account immediately or freeze any transactions if we believe you’ve:

- Broken the terms of this agreement
- Put us in a position where we might break the law
- Broken the law or attempted to break the law
- Given us false information at any time

Making a complaint
If you have a complaint, please contact us and we will do our best to fix the problem. If you’re still not happy, you can refer your complaint to the Financial Ombudsman Service. For more details, you can visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Changing these conditions
We may change these conditions at any time and will email you if we do. We will always keep the most up to date version live on our website and always accessible from within the app. It is your responsibility to read the terms of use when you sign up and when they are changed. If you do not agree to the most recent terms of use, then you must close your account.