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# Tyro Accounting Terms and Conditions

## Terms and Conditions (professional services)

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Effective: 28 May 2026

These Terms and Conditions (**Terms**) along with our Privacy Policy will affect your legal rights. This is important – so please read these Terms carefully.

References to “**we**”, “**us**”, “**our**”, “**Tyro Accounting**” are references Team Thrive No 2 Pty Ltd ABN 26 677 263 606 TAN 26262416, a wholly owned but not guaranteed subsidiary of Tyro Payments Limited ACN 103 575 042 AFSL 471951 (**Tyro**).

The Terms (as varied from time to time), and any supplementary agreement you agree to when you use our specific services, form the whole agreement between us and our services (**Agreement**). The Agreement supersedes any previous or contemporaneous agreements or communications, howsoever arising between you and us.

### 1. Who may instruct us

You confirm that you, and any other person you nominate in writing from time to time (provided we have acknowledged such nomination), are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.

If we are acting for a business, and we receive conflicting advice, information or instructions from different persons, we may refer the matter to the board of directors, partners or proprietors (as applicable) and act only as requested by them.

### 2. You and your Spouse

We will advise you and your partner on the basis that you are a family unit with shared interests. We may deal with either of you and may discuss with either of you the affairs of the other. If you wish to change these arrangements, please let us know.

### 3. Know your customer

We rely on the information you have provided to Tyro regarding your identity. However, we may be required to verify your identity for the purposes of the anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.

### 4. Your responsibilities

You must provide us with all information necessary for dealing with your affairs including information which we reasonably request, in sufficient time to enable our services to be completed before any applicable deadline. We will rely on such information being true, correct and complete and will not audit the information;

- You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

- You must keep us informed on a timely basis of changes in your circumstances that may affect our services.
- You authorise us to review the data within your Tyro Accounting account and make such updates or changes to that data as required to undertake our services.
- You authorise us to take action on your Tyro Accounting account to ensure you have the required Tyro Accounting account subscription to provide our services.

## **5. Qualifications on our services**

To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Our services are limited exclusively to those you have engaged us to perform. Unless otherwise specified in the engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs.

Where our engagement is recurring, we may amend our engagement letter and these terms where we consider it is necessary or appropriate to do so. If you do not accept such amendments, you must notify us promptly in which case you may terminate our engagement in accordance with section 17 below and those amendments will not apply prior to such termination.

## **6. Reliance on advice**

We will endeavour to record all advice on important matters in writing. Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.

## **7. Investment and financial advisory advice**

We will not provide you with investment or financial advice regulated under the *Corporations Act 2001* (Cth) unless we have expressly agreed to do so in writing, specifying an applicable Australian Financial Services Licence number.

## **8. Professional obligations**

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board, available at [apesb.org.au](http://apesb.org.au). This includes APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)*, which among other things contains provisions that apply if we become aware of any actual or potential 'non-compliance with governing laws or regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as serious adverse consequences to investors, creditors, employees, auditor, group auditor or the public), we may be required to disclose the matter to an appropriate authority.

## **9. Conflicts of interest**

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we will be unable to

provide further services to some or all of the persons to whom this engagement applies. If this arises, we will inform you promptly.

We may act for other clients whose interests are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

## **10. Fees and payment**

Our fees will be charged based on the level of skill, responsibility, importance and value of the advice, as well as the level of risk.

We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by the ATO. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are to be paid by someone else.

Any disbursements and expenses we incur in the course of performing our services will be added to our invoices where appropriate.

Unless otherwise agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval.

We intend to exercise these rights only where it is fair and reasonable to do so.

Our fees may be set out in specific pricing set out on our website or otherwise notified to you before choosing our services. You agree to be bound by the pricing in relation to our fees.

You authorise the payment of our fees from your transaction account and undertake to keep your transaction account in sufficient funds to pay our fees if required

## **11. Lien**

If permitted by law or professional guidelines, we may exercise a lien over all materials or records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

## **12. Client Money**

Tyro Accounting will charge a prepayment from your chosen bank account. You will receive a prepayment receipt to confirm this has occurred. This payment is refundable should you or Tyro Accounting cancel the service. Once services have been provided, this payment will be finalised by Tyro Accounting. You will receive a tax invoice for the payment.

## **13. Confidentiality**

We will take all reasonable steps to keep your information confidential, except where:

- we need to disclose your information to our service providers (including auditors of client monies if applicable) or regulatory bodies in performing the services, our professional advisers or insurers or as part of an external peer review from time to time. Our files may also be subject to review as part of the quality review program

of the Tax Practitioners Board. By accepting this engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis;

- we are required by law, regulation, a court of competent authority, or those professional obligations referred to in section 8 above, to disclose the information; or
- you give us permission to disclose the information.

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices. We will continue to hold such information confidentially.

We may mention that you are a client for marketing and promotional purposes.

#### **14. Privacy**

You must make all necessary notifications and obtain any necessary consents for us to process personal information you provide to us. We collect and use that personal information for the purposes of providing the services described in the engagement letter to you and we will comply with the *Privacy Act 1988* (Cth) when processing that personal information. Our privacy policy provides further details of our privacy practices.

#### **15. Ownership of materials**

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.

All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record keeping practices in accordance with our professional and legal obligations.

You agree we can use your logos and trademarks for the sole purpose of providing advice to you in connection with the engagement, unless you tell us otherwise.

#### **16. Limitation of liability**

Our liability is limited by a scheme approved under Professional Standards Legislation.

You agree not to bring any claim against any of our Directors, shareholders or employees in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- indirect, special or consequential losses or damages of any kind; or
- liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

#### **17. Limitation of third party rights**

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

## **18. Termination**

Each of us may terminate this agreement by giving not less than one month's notice in writing to the other party except where a conflict of interest has arisen, you fail to cooperate with us or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information, in which case we may terminate this agreement immediately. Termination will not affect any accrued rights. Upon a termination, any annual compliance subscriptions will be required to pay out the remaining of the months left in the annual contract.

## **19. Communication**

You must advise of any changes to your contact details. We may send any communications to the last contact details you have provided. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal or otherwise. We are not responsible for any such matters beyond our control.

## **20. Interpretation**

If any provision of the engagement letter or these terms is void, that provision will be severed and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.

## **21. Disputes and complaints**

If you have any concerns about our costs or services, please email [accounting@tyro.com](mailto:accounting@tyro.com). To resolve your concerns, we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns that you raise.

## **22. Outsourcing**

We may utilise the services of overseas support staff/contractors. Should this be the case, we will ensure it is transparently communicated to you. To perform the services, we provide these third parties with access to your data to the extent this is required to perform the services. This requires information being sent overseas in accordance with our Privacy Policy.

## **23. Authorisation to act as the registered BAS/Tax agents**

You authorise Tyro Accounting to act as your registered BAS/Tax agent which includes adding your business onto our BAS/Tax agent portal and submitting BAS/Tax lodgments on your behalf where you have instructed Tyro Accounting to do so.

## **24. Accountant-Assisted BAS Lodgment Scope of Services**

If you engage Tyro Accounting to provide Accountant Assisted BAS Lodgment, you agree to the following scope of services:

- Attendance to the preparation and lodgment of the Business Activity Statement (BAS) with the Australian Taxation Office (ATO)

- Review of the transactions being reported within your accounting software for the BAS period
- Ensure the GST is correctly reported on the available transactions
- Liaise with you on transactions that need further clarification
- Attendance to minor transaction and GST reallocations and/or adjustments, if required
- Attendance to the GST reconciliation work paper
- Attendance to a wage's reconciliation work paper
- Attendance to the preparation and lodgment of the Activity Statement with the ATO
- Provide payment details to assist you with making the BAS payment, or if in a refundable position, advise on when you can expect the BAS refund

Note: If multiple reallocations and/or adjustments are required, we will be in touch to discuss additional bookkeeping fees if the time incurrence is excessive. This will be communicated and agreed to in advance before additional services are rendered.

## **25. Accountant-Assisted Tax Lodgment Scope of Services**

If you engage Tyro Accounting to provide Accountant Assisted Tax Lodgment, you agree to the following scope of services:

- Attendance to the preparation and lodgment of the Individual Tax Return (ITR) with the ATO.
- Review of the transactions being reported within Tyro Accounting for the financial year
- Ensure the GST has been correctly reported for the financial year
- Liaise with you on transactions that need further clarification
- Attendance to minor transaction reallocations and/or adjustments, if required
- Attendance to sole trader ITR work paper
- Attendance to additional requirements as outlined either within your Tyro Accounting service or instructed via email that is specific to your financial situation (such as additional income/expenses that are not in your Tyro Accounting service, property/investments, shares and cryptocurrency) limited to you and no other entities.
- Provide payment details to assist you with making the tax payment, or if in a refundable position, advise on when you can expect the tax refund

**Note:** If multiple reallocations and/or adjustments are required, we will be in touch to discuss additional bookkeeping fees if the time incurrence is excessive. This will be communicated and agreed to in advance before additional services are rendered.

## **26. Other Scoped Services**

If you engage Tyro Accounting to provide any other accounting or tax services, not listed in this document, this will be clearly outlined and mutually agreed upon via email, prior to the services being rendered. This includes the cost of the services.

## **27. Access to your account**

If you engage Tyro Accounting, you authorise and permit us to:

- access your data held by Tyro Accounting and for the purposes of undertaking the service, if required, amend the data to assist in providing the service for your benefit;
- access your account and take actions in it on your behalf to ensure Tyro Accounting services are able to be provided.

Tyro Accounting is provided by:

**Team Thrive Pty Ltd**

**ABN 15 637 676 496**

**and**

**Team Thrive No 2 Pty Ltd ABN 26 677 263 606 TAN 26262416**

**(both wholly owned but not guaranteed subsidiaries of**

**Tyro Payments Limited ACN 103 575 042 AFSL  
471951)**

**1300 00 TYRO (8976)**

**cs@tyro.com**