

**AGREEMENT ON**

**ACCESS TO SERVICE AND**

**REPAIR INFORMATION**

**FOR MOTOR VEHICLES**

**2014**

## **PREAMBLE**

The competitiveness of the automotive sales and repair industry is of significant importance to Australian consumers. Motor vehicle ownership in Australia is at more than one vehicle for every two people, and vehicle servicing and repair is a key aspect of vehicle ownership. The ongoing viability of all sectors of the Australian automotive industry including importers and distributors; retail dealerships; automotive component, part and product retailers and aftermarket product suppliers; independent motor vehicle repairers; motoring clubs and roadside assistance service providers; and associated automotive sectors; is in the interests of consumers and the nation's ongoing reliance on road transport.

The economic activity created by a competitive automotive market will also contribute to creating and maintaining skilled employment, efficient customer service and viable and cost effective industries.

The availability of service and repair information can include specifications for oils and lubricants, diagrams of wiring looms and voltages for electronic components. Access to this information is becoming increasingly important to the repair of motor vehicles due to the prevalence, and interoperability of electronic systems in vehicles.

The content of this Agreement and matters covered by it have been guided by the Commonwealth Consumer Affairs Advisory Council (CCAAC). CCAAC has examined the issues of service and repair information and found that while the market for motor vehicle repair services is competitive and there was no evidence of market failure or evidence of systemic consumer detriment, the accessibility of repair information has the potential to become a barrier to entry in this market going forward.

This Agreement is representative of industry and consumer interests and intends to provide a safeguard to consumers and a competitive market to ensure that the availability of repair information does not become a barrier to entry in the market.

## SIGNATORIES TO THIS AGREEMENT

The Signatory Parties agree to endeavour to work collaboratively to ensure that there continues to be a fair and reasonable competitive market within the vehicle service and repair industry.

  
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Tony Weber, Chief Executive

Federal Chamber of Automotive Industries

  
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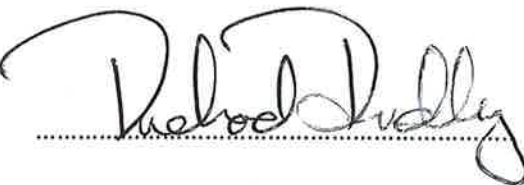
Patrick Tessier, Chief Executive Officer

Australian Automotive Dealer Association  
Limited

  
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for: Andrew McKellar, Chief Executive

Australian Automobile Association

  
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Richard Dudley, Chief Executive Officer

Australian Motor Industry Federation

  
.....

Stuart Charity, Executive Director

Australian Automotive Aftermarket Association

## AGREED PRINCIPLES

1. Consumers are able to choose who maintains and / or repairs their motor vehicle.
2. Signatory Parties to this Agreement recognise that nothing in this Agreement overrides or affects Original Equipment Manufacturers (OEM)<sup>1</sup> warranty or recall campaign fulfilment, warranties against defects in respect of consumers' vehicles; extended warranty and vehicle maintenance contracts; or any other lawful contractual arrangements entered into between consumers and motor vehicle manufacturers or motor vehicle dealers.
3. The consumer is entitled to full information regarding the maintenance and repair of their motor vehicle product. Consumers must be made aware, by their nominated repairer, of whether the part /s to be used in the mechanical and / or body repair and/or maintenance of their motor vehicle is: genuine (OEM recommended) or non-genuine (sourced from an independent manufacturer / supplier); fit-for-purpose; compatible with the operating systems of the recipient vehicle; and compliant with all regulatory requirements, including provisions of the Australian Consumer Law. This will help ensure that consumers can make a fully informed choice in relation to the work to be carried out, the parts to be used and whether those repairs or maintenance services meet OEM specifications.
4. The repairer should be able to access all information required for the diagnosis, body repair, servicing, inspection, periodic monitoring, and reinitialising of the vehicle, in line with the service and repair information manufacturers provide their authorised dealers and repairers.
5. That motor vehicle component manufacturers and Original Equipment Manufacturers [OEM] have a right to protect intellectual property and should be able to obtain a return on product development and capital investment in unique or proprietary technologies.

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<sup>1</sup> OEM means an authorised full volume importer of motor vehicles that is a member of the FCAI

6. New motor vehicle retailers are free to provide mechanical repair services, motor body repair services and professional automotive services to consumers, if this is the fully informed choice of the consumer, and the retailer is appropriately licensed (where applicable), qualified, equipped and skilled with the necessary training and knowledge to meet consumer, business, legislative and regulatory requirements.
7. Independent mechanical repairers, motor body repairers and other automotive specialist trades such as: tyre retailing; engine reconditioning; auto electrical; brake and suspension repairers; third party data providers; and aftermarket scan tool companies; are free to provide mechanical repair, body repair, and professional automotive services to consumers and the automotive trades, if this is the fully informed choice of the consumer, and these sector businesses are appropriately licensed (where applicable), qualified, equipped and skilled with the necessary training and knowledge to meet consumer, business, legislative and regulatory requirements.
8. Service and repair information will be made available on commercially fair and reasonable terms.
9. The provision of service and repair information does not extend to manufacturers providing any trade secrets or information that would or could bypass or affect the integrity of a vehicle's security; design standards; regulatory compliance, performance or legislated requirements.
10. The automotive industry, as a whole, is committed to improve accessibility to service and repair information for the benefit of Australian consumers; acknowledges the nation's ongoing reliance on road-based transportation and mobility systems; and recognises the inability of any one part of the sector alone to meet consumer demand for such services in current market conditions.
11. The aftermarket component and repair industries acknowledge the importance of obtaining and using the service and repair information that is provided by OEM's to ensure that repairs are carried out correctly to assure the safety of consumers and will advocate and encourage the use of the information consistent with OEM specifications.

12. There is some information that may not be able to be shared. This may, for example, result from confidentiality arrangements, security, legislative, regulatory or privacy considerations; the lack of robust monitoring or enforcement mechanisms to assure the protection of information or the bona fides of those who may access it, or intellectual property or proprietary considerations.
  
13. This Agreement will be the guiding document for separate enabling documents between the Signatory Parties and their members to enact the principles of this Agreement. The principles should be read cumulatively and not selectively.
  
14. There is a recognition that while dissemination of service and repair information is critical, the industry also acknowledges the importance of ongoing repairer training to ensure that the sector is proficient and efficient.

## OPERATION OF THE AGREEMENT

- a) The operation of this Agreement will be overseen by a steering committee comprising one representative of each of the Signatory Parties to this Agreement.
- b) The steering committee will meet at least once a year.
- c) The Australian Government may nominate a representative or representatives to attend meetings of the steering committee as an observer and may provide independent advice back to the relevant Minister on the operation and performance of the Agreement.
- d) The Signatory Parties can replace or substitute respective representatives at any time and for any reason, however that representative must be a full time employee or Office Bearer of the Signatory Party.
- e) The Signatory Parties to this Agreement will resolve the selection of a chairperson to chair each meeting of the steering committee.
- f) Changes to this Agreement can be made by the Signatory Parties only on a unanimous basis.
- g) The Signatory Parties to this Agreement will implement their own internal arrangements/codes of practice/member agreements, to give effect to the Signatory Party obligations under this Agreement. These documents will be made available to the public.
- h) The Signatory Parties agree to developing and implementing enabling documentation within three months of the date of execution of this Agreement.

## **CONFIDENTIAL INFORMATION**

- i) The Signatory Parties to this Agreement must not disclose any confidential information acquired in membership, participation and consideration of any matter or business item brought before it.

## **DISPUTE RESOLUTION - COMPLIANCE WITH AGREED PRINCIPLES**

- j) The Signatory Parties will make bona fide efforts to resolve any dispute in regard to compliance with the Agreed Principles listed above within the normal processes of the steering committee, prior to commencing a process of dispute resolution.
- k) Should it be required, the Signatory Parties will enact a formal dispute resolution process, which will include access to professional mediation, by an agreed third party.
- l) Any Signatory Party to this Agreement can notify the steering committee of a systematic and / or systemic breach of the Agreed Principles under this Agreement by a Signatory Party including a systematic and / or systemic breach by a Signatory Party's participating member.

## **VEHICLE DATA AND TELEMATICS: OWNERSHIP AND ACCESS**

- m) The Signatory Parties note that the progressive uptake of emerging vehicle telematics technologies are enabling increased transmission and use of data relating to vehicle use, performance and diagnostics.
- n) The Signatory Parties acknowledge that access to and ownership of telematics data from individual vehicles presents a number of emerging issues for consumers; vehicle manufacturers; and motor vehicle repairers and service providers.
- o) The Signatory Parties agree to implement a process to develop protocols relating to vehicle data access and ownership. The Signatory Parties agree that progress should be reported within 12 months of commencement of this Agreement.