

AUSTRALIAN AUTOMOTIVE DEALER ASSOCIATION LIMITED

**Access to Service and Repair Information for Motor
Vehicles**

Voluntary Code of Practice

1. NAME

This is the AADA *Voluntary Code of Practice for Access to Service and Repair Information for Motor Vehicles* (the Code).

2. PREAMBLE

2.1 The Code has been developed by AADA following the Commonwealth Consumer Affairs Advisory Council's (CCAAC) final report dated 27 November 2012 on "Sharing of repair information in the automotive industry". The CCAC found "limited and conflicting evidence of the difficulties associated with accessing specialised repair information at present". It also found that "there appears to be a relatively low level of detriment associated with the level of accessibility of repair information. Importantly, there does not appear to be systematic evidence of consumer detriment at present."

2.2 The CCAAC recommended and encouraged the industry to seek guidance from the ACCC and involve an independent third-party in leading development of an industry code. On 15 December 2014 the FCAI, AADA, AAAA, AAA and AMIF became signatory parties to the "*Agreement on Access to Service and Repair Information for Motor Vehicles 2014*". The Minister for Small Business, the Hon Bruce Billson MP was present at the signing of the Agreement.

2.3 The Agreement recognises the economic activity created by a competitive automotive market is of significant importance to Australian consumers and that this activity will also contribute to creating and maintaining skilled employment, efficient customer service and viable and cost effective industries.

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

3. OBJECTIVES OF THE CODE

The objectives of the Code are to protect a consumer's interest in their vehicle and to acknowledge that an authorised dealer has a responsibility:

- (a) to ensure that a motor vehicle service or repair is carried out in a professional manner and to ensure that the safety, structural integrity, regulatory compliance, presentation and utility of the vehicle is restored or maintained;
- (b) to ensure the service or repair does not affect an OEM's warranty or recall campaign obligations; warranties against defects in respect of a consumer's motor vehicle; extended warranty and vehicle maintenance contracts; or other lawful contractual arrangements entered into between a consumer and OEM or a motor vehicle dealer;
- (c) to ensure a consumer is made aware of whether the part to be used in the repair and/or maintenance of the motor vehicle is genuine (OEM specified or recommended) or non-genuine and is compliant with all regulatory requirements including the ACL; and
- (d) to ensure technicians are qualified, equipped, and skilled with the necessary training and knowledge to meet consumer, business, legislative and regulatory requirements in relation to the service and repair of motor vehicles.

4. SCOPE

This Code is a voluntary code and applies to an authorised dealer who is a member of AADA and any dealer representative organisation which has agreed to be bound by the Code.

The Code does not give rise to any legal relationships other than the obligation to participate in the dispute resolution processes as set out in the Agreement.

4.1 Signatories to Code

An authorised dealer or representative organisation may become bound by the Code by acknowledgement on the membership application form or by written notification of resolution of the dealer representative organisation to the AADA secretariat.

An AADA member or dealer representative organisation that becomes bound by the Code will provide contact details to the AADA secretariat.

4.2 Commencement and Expiry

This voluntary Code of Practice commences on the operative date and remains in operation for a period of four years from the operative date unless revoked by the AADA.

4.3 Administration of Code

The Code will be administered by the AADA secretariat.

4.4 Review of Code

This Code may be amended by AADA from time to time in consultation with dealer representative organisations.

4.5 Dispute Resolution

A dispute arising under this Code is to be brought to the attention of the AADA secretariat by notice in writing outlining the nature of the dispute and the outcome sought. The AADA secretariat will attempt to resolve the dispute promptly, transparently and fairly.

5. DEFINITIONS

In this Code:

AAA means the Australian Automobile Association

AAAA means the Australian Automotive Aftermarket Association

AADA means the Australian Automotive Dealer Association Limited ACN 167 598 085 a public company limited by guarantee, registered in Queensland

ACCC means the Australian Competition and Consumer Commission

ACL means the Australian Consumer Law

Act means the *Competition and Consumer Act 2010*

Agreement means the *Agreement on Access to Service and Repair Information 2014* signed by the signatory parties on 15 December 2014

AMIF means the Australian Motor Industry Federation

authorised dealer means a franchisee who is a new motor vehicle dealer authorised by an OEM to sell, service and repair new motor vehicles manufactured and/or imported by an OEM

CCAAC means the Commonwealth Consumer Affairs Advisory Council

FCAI means the Federal Chamber of Automotive Industries

genuine part means an OEM recommended part

independent repairer means a person including a company or other entity that is not an authorised dealer but is otherwise in the business of providing, and is appropriately qualified to provide, motor vehicle repair or servicing services to customers

motor vehicle means a passenger motor vehicle, light commercial vehicle, four wheel drive passenger vehicle and utility vehicle designed for transport of persons or goods on public roads

OEM means a manufacturer or importer of a motor vehicle that is a member of the FCAI

operative date means a date occurring three months after the date on which AADA approves this Code

repair information means service, maintenance and repair information which is in possession of an OEM and which has, for a period of at least six months, been made available to authorised dealers by an OEM. Service and repair information comprise workshop repair manuals, body repair manuals and wiring diagrams but does not include the following information:

- (a) information exchanged between the OEM and an authorised dealer or any other party for the purpose of resolving a technical issue (whether in general or related to a specific vehicle(s) for which there is no update of a service or repair manual as yet published; information relating to warranties, service history, campaigns or other recalls;
- (b) information generated by the motor vehicle or by or on behalf of an OEM on particular use of the vehicle by the driver/s;
- (c) OEM's direct information hotlines made available for authorised dealers;
- (d) information that an OEM is prohibited from disclosing under any law including privacy laws or under the terms of any agreement;
- (e) repair history for a particular motor vehicle;
- (f) any information that is not generally available to authorised dealers;
- (g) any source code for software or full copies of any software programs;
- (h) matters relating to franchise arrangements, including without limitation any confidential information;
- (i) information relating to a specific repair on a motor vehicle;
- (j) diagnostic service and repair information necessary to reset an immobiliser system or security related electronic modules
- (k) any information (including vehicle computer updates) that may result in non-compliance with any relevant safety, emission or any other legislation affecting motor vehicles or OEM compliance with applicable Federal, State or Territory laws;
- (l) diagnostic tools and information pertaining to those tools and related software updates;
- (m) parts catalogue published by an OEM;
- (n) any commercially sensitive information of an OEM;

- (o) intellectual property of an OEM (other than information that is produced specifically for repair and maintenance purposes) or any information that might disclose intellectual property, trade secrets or confidential information of an OEM, and
- (p) does not have to include all information (whether repair and maintenance related or not) that is provided from time to time by an OEM to an authorised dealer

signatory parties means AAAA, AAA, AADA, AMIF and FCAI