



# **Access to Service and Repair Information**

## **Retail Motor Trades**

### **Code of Conduct**

**April 2015**

## **Context:**

The Australian Motor Industry Federation (AMIF) [including the Motor Trades Association of Australia Limited (MTAA), members of both organisations, and their member constituencies], is a signatory to an agreement on the access to service and repair information for motor vehicles reached in December 2014 and available on the AMIF website, 'amif.com.au'.

The Agreement, between AMIF, the Federal Chamber of Automotive Industries (FCAI), the Australian Automotive Aftermarket Association (AAAA), the Australian Automobile Association (AAA) and the Australian Automotive Dealer Association (AADA), was overseen by the Federal Government and is the industry response to a 2012 Commonwealth Consumer and Competition Advisory Committee (CCCAC) inquiry.

The Agreement is representative of industry and consumer interests. It aims to provide a safeguard to consumers that service and repair information is available in a timely manner, to the repairer of their choice at a fair and reasonable cost.

The Agreement recognises, as far as practicable, the many issues surrounding access to service and repair information and provides agreed industry principles reflecting a common understanding of how automotive industry participants will deal with these issues. This Code of Conduct document should be read in conjunction with the Agreement. AMIF is the peak body for the majority of State and Territory Motor Trades Associations and Automobile Chambers of Commerce and is the voice of 100,000 businesses employing 320,000 Australians.

## **Application of the Code**

Following input from members and their member businesses, AMIF and MTAA Limited have developed and endorsed the following compliance response to how the Retail, Service and Repair sectors of the Australian Automotive Industry intends to abide by the principles outlined in the Access to Service and Repair Information Agreement.

AMIF and MTAA Limited will:

1. Actively promote consumer rights to choose who maintains or repairs their motor vehicle.
2. Take necessary steps to ensure awareness and understanding of requirements of members and their role and responsibilities in complying with them.
3. Require members to comply with Australian Consumer Law (ACL) requirements; mandated and voluntary industry Codes of Conduct; member and industry sector standards; and other regulatory requirements.
4. Require members to recognise Original Equipment Manufacturers (OEM) warranties; motor vehicle dealers extended warranty, and / or recall campaign fulfilment and vehicle maintenance contracts; or any other lawful contractual arrangements entered into between consumers and motor vehicle manufacturers and/or dealers, in respect of consumers' vehicles.

## Application of the Code (continued)

AMIF and MTAA Limited and members will (continued):

5. Provide consumers with complete, transparent and true information regarding the maintenance and repair of their motor vehicle product including:
  - 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);
  - is fit-for-purpose;
  - compatible with the operating systems of the recipient vehicle; and
  - compliant with all regulatory requirements.
6. Report immediately to AMIF or any member body of AMIF, any systemic or systematic restrictions or problems in accessing service and repair information, in a timely manner, required for the diagnosis, body repair, servicing, inspection, periodic monitoring, and reinitialising of motor vehicles, in line with the service and repair information manufacturers provide to their authorised dealers and repairers, on commercially fair and reasonable terms. AMIF will not pursue individual complaints unless evidentiary material is provided showing negative impact or breach and suggests a wider systemic issue.
7. Not obtain or use any equipment, tools or hardware / software or information which seeks to illegally obtain or obviate motor vehicle component manufacturers and Original Equipment Manufacturers [OEM] intellectual property rights or that would or could bypass or affect the integrity of a vehicle's security; design standards; regulatory compliance, performance or legislated requirements.
8. Be appropriately licensed (where applicable), qualified, equipped and skilled with the necessary and knowledge to meet consumer, business, legislative and regulatory requirements.
9. Continue to identify opportunities and deliver products that simplify and ease access to service and repair information for the whole of industry on fair and reasonable terms.
10. Take appropriate steps as far as practicable to ensure the protection of information or the bona fides of those who may access it.
11. Ensure ongoing provision of appropriate skills development and training products, services and courses where appropriate; and through continued input to the development of training packages and qualifications.

## **Dispute Notification**

Where a potential breach of Agreement principles is advised and substantiated, as far as practicable, by internal investigation and provision of evidentiary material, the matter will be escalated and notified to the appropriate signatory party to identify a potential resolution.

Where this fails the matter will be escalated to the Agreement Advisory Committee for resolution through mediation or other mutually agreed dispute resolution mechanisms.

## **Implementation and Monitoring**

These compliance requirements will as far as practicable be:

- Included in any future versions of industry sector standards, codes and requirements.
- Included in member information kits as a member requirement (cognisant of the requirements of employer organisation requirements and other legislation and regulation)
- Communicated widely within the Federation and its membership including availability on public websites.
- Made available to all industry sectors and other signatory parties.

Compliance with this agreement will be monitored and a report will be provided annually to the AMIF Board and to the Agreement Administration Committee.

## **Further Information**

Further information can be obtained by contacting the Motor Trades Associations of WA, SA, NSW, ACT, and NT and the Automobile Chambers of Commerce in Victoria and Tasmania or by contacting AMIF at [admin@amif.com.au](mailto:admin@amif.com.au) or 02 6233 0811