



MTAA RESPONSE TO:

Treasury Discussion Paper: Enhancing Australia's first right to repair laws

July 2026

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1. Executive summary

MTAA welcomes the opportunity to respond to Treasury's discussion paper, Enhancing Australia's first right to repair laws, and supports both the proposed expansion of the right-to-repair framework to agricultural machinery and the targeted improvements to the existing Motor Vehicle Service and Repair Information Sharing Scheme (MVIS) for motor vehicles.

The Motor Trades Association of Australia (MTAA) is the national peak body representing Australia's automotive retail, service, repair and recycling industries. Through its affiliated state and territory motor trades associations, including the Motor Trade Association of South Australia and Northern Territory (MTA SA/NT), the Motor Trade Association of Western Australia (MTA WA), the Motor Trades Association of Queensland (MTAQ), the Tasmanian Automobile Chamber of Commerce (TACC) and the Victorian Automotive Chamber of Commerce (VACC), MTAA represents businesses involved in new and used vehicle retailing, independent mechanical repair, body repair, farm and industrial machinery sales and service, motorcycle operations, tyre retailing, commercial vehicle services, fuel retailing, auto recycling and specialist automotive trades.

MTAA has been an active contributor to national right-to-repair policy development since the inception of the Motor Vehicle Service and Repair Information Sharing Scheme (MVIS), including through its August 2025 submission to the statutory review of the scheme. This submission draws on those prior positions, member evidence, and the practical experience of workshops, dealerships, mobile service providers and regional businesses across both the automotive and agricultural machinery sectors.

MTAA argues that the same principles of competition, consumer choice and practical access to repair information that justified the light vehicle scheme apply equally to agricultural machinery. Modern agricultural equipment is increasingly reliant on embedded software, telematics, GPS systems, calibration procedures and manufacturer-controlled diagnostics. Independent repairers, mobile field technicians and regional workshops face the same information asymmetry that the MVIS was designed to address in the motor vehicle sector.

The consequences of that asymmetry are particularly acute in agricultural settings, where the inability to repair machinery in the field in a timely way by competent people poses a direct risk to farm production and business operations. A harvester that cannot be returned to service during a narrow seasonal window will see harvesting needlessly delayed and production potentially harmed. Timely access to repair information is not a matter of convenience in this sector; it is a commercial necessity. Evidence from MTAA's member network shows that access to manufacturer repair information for agricultural equipment can be difficult, with high price, incomplete information, delayed supply and security restrictions the most commonly cited barriers.

MTAA also acknowledges that the agricultural machinery market is structurally different from the light vehicle sector. It has fewer manufacturers, fewer dealers, lower repair volumes and higher unit values. Regional

dealer networks are often the only source of specialist repair capacity in their area. Scheme design should account for these differences and avoid imposing compliance burdens that disproportionately affect small regional dealerships or that could, over time, reduce rather than increase the repair options available to agricultural operators.

MTAA's key positions are as follows:

> On agricultural machinery

- MTAA supports the proposed expansion with a broad, technology-neutral scope covering all major machinery types including tractors, harvesters, sprayers, balers, seeders, telehandlers, attached implements, precision agriculture systems and GPS-guided equipment.
- The manufacture date threshold should be aligned with the existing MVIS at 1 January 2002. If a later date is adopted, it should apply only on an interim basis with a post-implementation review.
- No upper or lower purchase price threshold should apply. Price is an imprecise proxy for regulatory need.
- Eligibility should extend beyond a single qualification pathway to include repairers holding relevant automotive, light or heavy vehicle, mobile plant or agricultural mechanical qualifications, or who can demonstrate equivalent competency. Access should also be available to mobile field technicians, qualified in-house farm workshop staff and agricultural contractors.
- The scheme should clearly distinguish legitimate repair activity from unauthorised modification. Unauthorised modifications should be defined by reference to objective legal and safety consequences, not broad manufacturer discretion.
- Right to repair must be clearly limited to repair and maintenance. It should not extend to modification, re-engineering, emissions tampering, performance alteration or software bypassing. The submission's treatment of unauthorised modifications reflects this position.
- Safety information controls should be proportionate to genuine risk and should not over-classify ordinary repair information merely because it is delivered through software systems.
- Agricultural machinery repair operates through diverse arrangements including mobile field services, cooperatives, custom harvesting businesses and mixed-discipline regional workshops. The scheme must accommodate these models through functional definitions rather than narrow workshop-based frameworks.
- Warranty repairs funded by the manufacturer should remain the responsibility of the manufacturer and dealer network. The scheme should not alter existing warranty arrangements or require manufacturers to extend warranty coverage to work performed outside authorised channels. Standard servicing and maintenance during the warranty period should remain within scope where performed lawfully and competently, but warranty repairs and warranty claims are separate matters for OEM/dealer arrangements.
- Telematics and precision agriculture data should be addressed in the agricultural scheme from the outset, not deferred to a future review.

- Parts access restrictions should be addressed alongside information sharing obligations, as information access without parts access delivers only a partial solution.
- Scheme design should recognise and avoid undermining the viability of regional dealer networks, which provide essential seasonal repair capacity, parts stockholding, trained technicians, warranty support and field service infrastructure that farmers depend on. The scheme addresses a market failure in information access; it should not create conditions that reduce the overall repair capacity available to agricultural operators.

> On MVIS improvements

- MTAA supports retaining the existing safety information framework with improved separation obligations, and opposes broad unilateral suspension powers for data providers.
- Intermediary access should supplement, not displace, direct statutory entitlements for Australian repairers.
- Electronic logbook access and repairer update capability are essential to a contemporary right-to-repair framework and should be included in the scheme.
- Pricing must be transparent, quoted in Australian dollars, and assessed against a fair market value framework that considers cumulative access costs and practical usability.
- Supply timeframes should be reduced, with greater flexibility for electronically stored information.
- Security information should be supplied within one business day, with request-specific verification preserved.
- Governance, reporting and enforcement mechanisms should be strengthened, with the ACCC resourced for proactive compliance monitoring.
- Prohibited contract terms should be extended to scheme offers, and the bundling prohibition should be clarified to prevent anti-competitive tying.

MTAA reiterates its longstanding position that the ACCC must be resourced and empowered to take a proactive enforcement role. The light vehicle scheme's experience demonstrates that without active enforcement, manufacturer compliance is inconsistent and the scheme's benefits are not fully realised.

2. MTAA response to consultation questions

2.1 Scope of agricultural machinery

> **Question 1: What are your views on the proposed scope of agricultural machinery?**

MTAA supports the proposed scope of agricultural machinery and considers it essential that the scheme apply to all information reasonably required to diagnose, maintain, repair and service agricultural equipment. This should expressly include software-related information, technical instructions, fault codes, calibration procedures, programming updates for telematics, GPS-enabled systems, precision agriculture technologies, and autonomous or semi-autonomous functions.

A broad, technology-neutral scope will ensure the scheme remains effective as agricultural machinery becomes more sophisticated and digitally integrated. In practical terms, this will improve repair timeliness, reduce downtime during critical operating periods, support competition in regional and rural repair markets, and give operators greater choice in how they maintain essential machinery. A narrow interpretation would risk excluding key repair information and undermining the scheme's effectiveness, particularly as modern equipment increasingly depends on embedded software and connected systems.

The policy rationale is the same as for motor vehicles. Where proprietary access arrangements restrict repair information, independent repairers face a competitive disadvantage that harms both operators and the broader repair market.

The access barriers that justify scheme expansion are most acute in relation to diagnostic software, electronic control unit data, calibration procedures, specialist tool authorisation and security-controlled functions, where proprietary arrangements create genuine competitive disadvantage. The scheme's scope should therefore ensure it captures this software-dependent and digitally mediated information, which is where the market failure is most clearly demonstrated.

However, MTAA recognises that not all categories of information carry the same risk profile. Access to mechanical repair manuals and parts catalogues presents different considerations from access to safety-critical automation software, embedded firmware or electronic control unit programming. The scheme should reflect this through proportionate safeguards calibrated to the risk category of the information being accessed:

- Mechanical repair and maintenance information, parts catalogues, wiring diagrams and service schedules should be accessible to all eligible repairers through standard eligibility verification.
- Diagnostic fault codes, calibration procedures, firmware updates, electronically controlled hydraulic system parameters and software-enabled troubleshooting should be accessible to repairers who can demonstrate relevant competency, subject to audit trails and cybersecurity compliance.
- Safety-critical automation systems, autonomous operating functions and security-controlled systems should be accessible subject to enhanced safeguards, including manufacturer-specified training requirements, AASRA vetting, and suspension rights where misuse is demonstrated.

This approach ensures that software-related information is not excluded from the scheme, while recognising that higher-risk information categories warrant stronger controls. It is consistent with feedback from MTAA's

dealer members that access to software, controllers and specialist tools involves materially higher safety, reliability and intellectual property risks than access to repair manuals and parts.

Where classification of information is disputed, the Scheme Adviser should have the function of determining the appropriate access tier, with reference to the risk profile of the information rather than the commercial preference of the data provider.

For clarity, the scheme requires data providers to supply scheme information in a reasonably accessible form. It does not require manufacturers to grant independent repairers direct access to internal dealer-facing diagnostic platforms or proprietary workshop systems. Where information is delivered through a manufacturer portal, the obligation is to make the information accessible, not to provide equivalent platform access to the systems used by the authorised dealer network. However, where information can only practically be accessed or applied through a specific platform or tool, the data provider should ensure that access to that platform or tool is available on fair and reasonable terms.

> ***Question 2: Are there types or classes of equipment used in an agricultural context that Treasury should consider?***

Treasury should ensure the expansion captures the principal classes of agricultural machinery for which information-access barriers materially affect diagnosis, servicing and repair. In addition to tractors and self-propelled agricultural vehicles, Treasury should consider:

- harvesters
- sprayers
- balers
- seeders and spreaders
- hay and forage equipment
- telehandlers
- implements and attached systems dependent on embedded software, calibration tools, telematics, guidance systems and manufacturer-controlled diagnostics
- precision agriculture technologies and GPS-guided equipment
- irrigation equipment with electronic control systems

Some MTAA members also supported extending coverage to ATVs, side-by-sides, earthmoving equipment used on farms, irrigation pumps and engines, and stationary engines. The critical issue is not whether equipment fits a narrow traditional category, but whether it performs an agricultural function and depends on service and repair information that proprietary access arrangements restrict. A broad, function-based approach would reduce the risk of arbitrary exclusions, improve repair timeliness across mixed fleets, and better reflect how agricultural businesses actually acquire, configure and maintain equipment.

> ***Question 3: What would be the appropriate manufacture date for inclusion in the scheme?***

MTAA's preferred position is that the commencement date should be 1 January 2002, aligned with the existing MVIS threshold under Part IV of the Competition and Consumer Act 2010 (Cth). Adopting the same baseline would promote regulatory consistency, reduce uncertainty, and assist both data providers and repairers to understand their obligations within a familiar framework.

If Treasury considers a later threshold necessary as a transitional compliance measure, 1 January 2016 may be adopted as a pragmatic starting point, provided it applies on an interim basis only, is subject to a legislated post-implementation review within two years of commencement, and the review specifically assesses whether the threshold should be extended to earlier manufacture dates. A later threshold should not permanently exclude equipment manufactured before 2016, which remains operational, commercially significant and increasingly affected by information-access barriers.

Engagement with MTAA members found that the majority supported coverage for all machinery regardless of age, reflecting the practical reality that older machinery remains in active use across regional Australia and faces the same access barriers as newer equipment.

> ***Question 4: Are there risks to including information relating to automated driving systems of agricultural machinery in the scheme?***

MTAA supports the inclusion of information relating to automated driving systems (ADS) and advanced driver-assistance functions in agricultural machinery within the scheme, subject to appropriately calibrated safeguards.

In practice, this information will often comprise software updates, fault diagnostics, calibration procedures, sensor alignment instructions and technical service material necessary to restore machinery to its original safe operating condition. Excluding such information would undermine the scheme, particularly as modern agricultural machinery increasingly relies on cameras, radar, GPS signals and other electronic systems to support guidance, obstacle detection, section control and automated operation. Timely access is critical to reducing downtime and ensuring machinery can be returned to service during narrow seasonal operating windows.

The scheme should clearly distinguish between access for diagnosis, repair, replacement and recalibration, and access for disabling, circumventing or materially altering safety-critical functions. MTAA supports a framework that allows independent repairers to obtain the information needed to maintain manufacturer-specified functionality, while making clear that unauthorised modification of safety systems outside manufacturer parameters remains prohibited.

Agricultural machinery presents a different risk profile from on-road passenger vehicles. Much of this equipment is used in controlled or off-road environments, and many automated functions have been deployed in the sector for some time. That does not eliminate the need for safety controls, but it supports a more proportionate regulatory response than would be appropriate for higher-level automated driving systems operating on public roads.

The principal risks, including incorrect calibration, unsafe recommissioning after component replacement, inappropriate use of software tools beyond their intended purpose, and uncertainty around liability, can be mitigated through clear manufacturer instructions, access to the same technical service bulletins and calibration procedures provided to authorised networks, minimum competency or training requirements for safety-critical work, and audit trails for access to particularly sensitive functions.

MTAA also notes member association feedback that manufacturers extensively test software changes before release because even minor changes to a single line of code can have unintended consequences elsewhere in the machine. This underscores the importance of the distinction between access to manufacturer-released diagnostic and calibration information (which the scheme should provide) and third-party development of

alternative software or unauthorised modification of electronic control systems (which the scheme should not facilitate). The safeguards outlined above are designed to maintain that distinction.

> **Question 5: Should there be an upper or lower purchase price limit?**

MTAA does not support applying an upper or lower purchase price threshold to determine whether agricultural machinery falls within the scheme. Access to repair and service information should depend on the machinery's functionality and the presence of barriers in the repair market, not on the equipment's original purchase price.

A price-based threshold would be an imprecise proxy for regulatory need. It would risk excluding machinery that is operationally critical, highly software-dependent and costly to leave idle, particularly in regional and seasonal farming contexts. Lower-value or older machinery may still rely on proprietary diagnostic tools, software locks or manufacturer-controlled updates. Higher-value machinery often carries greater commercial urgency because downtime during planting, spraying or harvest can generate substantial losses. A purchase price threshold would therefore produce arbitrary outcomes and undermine the scheme's consistency.

Neither the European Union framework for agricultural and forestry vehicles nor the Colorado agricultural equipment right-to-repair model uses purchase price as a gatekeeping device. Both focus on access to the repair capabilities needed to keep machinery operational.

2.2 Access to scheme information

> **Question 6: What are your views on the proposed arrangements for ensuring access to scheme information for repairers of agricultural machinery?**

MTAA supports the objective of limiting access to scheme information to appropriately qualified Australian repairers and registered training organisations. However, MTAA does not support defining eligibility too narrowly by reference to a single qualification such as Certificate III in Agricultural Mechanical Technology.

In practice, agricultural machinery is repaired and diagnosed by a broader cohort of competent technicians across multiple disciplines. Rather than prescribing access by reference to specific trade titles, MTAA recommends that eligibility be determined by demonstrated competency for the repair being undertaken. This ensures that technicians with relevant skills, whether in electrical, hydraulic, electronic, mechanical or other disciplines, can access information proportionate to their competency for the specific machinery and repair task involved, while preventing access beyond a repairer's demonstrated capability. A narrow qualification gateway would exclude businesses and technicians who already lawfully and safely carry out repairs, particularly in regional areas where repair capacity is often spread across mixed-discipline workshops.

MTAA recommends that Treasury adopt a functional and proportionate eligibility framework. Access should be available to appropriately qualified Australian repairers and RTOs who hold a relevant automotive, light or heavy vehicle, mobile plant, or agricultural mechanical qualification, or who can demonstrate equivalent competency for the machinery and repairs involved. Treasury should also encourage the development and recognition of agricultural machinery skill sets that allow existing technicians to upskill in areas such as planting and seeding equipment, spraying and spreading systems, hay and baling equipment, harvesting equipment, and associated hydraulic, electronic and calibration functions.

This broader approach is consistent with the existing MVIS, which focuses on access by Australian repairers and registered training organisations rather than prescribing a single trade pathway for every repair task.

MTAA recommends that any independent or third-party access to diagnostic tools, technical information or software should be subject to appropriate payment, training, accreditation and cybersecurity safeguards. Access under the scheme is not free access. Information is supplied for a price not exceeding fair market value, and the qualification and verification requirements outlined above provide training and accreditation safeguards. The scheme should also require compliance with applicable cybersecurity obligations when accessing manufacturer systems, diagnostic platforms or electronic control units.

> ***Question 7: Are the restrictions on accessing scheme information appropriate? Are there risks to accessing and using scheme information by repairers operating beyond a workshop?***

MTAA supports the restrictions outlined in Proposal 2 but cautions against the imposition of onerous, duplicative or business-level declaration requirements that would operate as a practical barrier to access. The current MVIS provides a proven model that Treasury should substantially emulate in the agricultural context. Under that model, access is regulated principally by reference to the status, function and verification of the repairer or registered training organisation seeking information, rather than by requiring a separate declaration from each customer, machinery owner or commercial counterparty before information can be supplied.

However, MTAA considers that the existing MVIS model can be improved by providing stronger business-level oversight and administrative controls. Verified repair businesses should be given the ability to clearly identify which staff are registered under or associated with the business, confirm whether relevant access subscriptions are current, manage billing and renewal arrangements, and remove or suspend staff access when employment or authorisation changes. Those controls would improve accountability without creating a separate declaration burden for every repair engagement.

MTAA recommends that warranty repairs, where the manufacturer is funding the repair and remains responsible for the outcome, should remain the responsibility of the manufacturer and the authorised dealer network. Standard servicing and maintenance during the warranty period should remain within scope of the scheme where performed lawfully and competently, consistent with existing consumer protections under the Competition and Consumer Act 2010 (Cth).

However, warranty repairs and warranty claims funded by the manufacturer are a separate commercial and contractual matter between the manufacturer and the dealer, and the scheme should not alter those arrangements or require manufacturers to extend warranty obligations to work performed outside authorised channels.

> ***Question 8: Are there particular business arrangements that Treasury should consider when determining who can access scheme information?***

Treasury should expressly recognise that agricultural machinery is repaired, serviced and maintained through a wide range of business arrangements, not only through traditional independent workshops or authorised dealer networks. In practice, access to scheme information may be required by:

- mobile field service businesses
- mixed-discipline regional workshops

- dealer service departments
- franchise or branded service operators
- contract service providers engaged by agribusinesses
- machinery cooperatives
- custom harvesting businesses
- labour-hire or embedded maintenance teams
- equipment hire and rental operators with in-house servicing capability
- specialist subcontractors dealing with hydraulics, electronics, tyre and wheel systems, calibration or precision agriculture technologies

A narrow conception of the repair market would risk excluding legitimate service arrangements that are functionally identical to workshop-based repair businesses and are often the only realistic source of support in regional and remote areas.

MTAA recommends that Treasury adopt a functional definition of eligible repair arrangements, supported by repairer-based credential verification and technician competency requirements where appropriate. If further safeguards are considered necessary, they should focus on objective verification of the repair function and authority to undertake the work, rather than excluding entire categories of business models or contractual arrangements.

MTAA also recognises that authorised dealer networks play a critical role in regional agricultural repair capacity. Dealers maintain parts stockholding, trained technicians, service vehicles, field service capability and warranty infrastructure that farmers rely on, particularly during peak seasonal periods. The scheme should be designed to improve competition and repair options for agricultural operators without undermining the commercial viability of regional dealerships, which in many areas are the primary source of repair capacity and after-sales support. A reduction in dealership viability could, over time, reduce rather than increase the repair options available to farmers.

2.3 Using scheme information

> ***Question 9: What are your views on the proposed approach to the modification of agricultural machinery?***

MTAA supports the broad direction of Treasury's proposal to distinguish between legitimate repair, servicing and maintenance activity and unauthorised modification. Data providers should be permitted to impose terms that prevent the use of scheme information for modifications that compromise safety-critical systems, defeat emissions controls, circumvent security protections or otherwise take machinery outside its lawful or intended operating parameters.

However, those terms must be drafted narrowly and with precision. They should not restrict ordinary repair work, software-enabled troubleshooting, component replacement, recalibration, configuration updates, or other activity reasonably necessary to restore agricultural machinery to proper working order.

MTAA recommends that right to repair should be clearly and expressly limited to repair and maintenance. The scheme should not extend to modification, re-engineering, emissions tampering, performance alteration or software bypassing. This distinction is fundamental to the integrity of the scheme. It protects manufacturer intellectual property, preserves machinery safety architecture, maintains warranty integrity and ensures that scheme access is directed at the market failure it is intended to address, namely information asymmetry for legitimate repair, not unrestricted intervention in manufacturer-controlled systems.

The following categories of activity should be treated as acceptable and not as unauthorised modifications, provided they are undertaken lawfully and competently:

- replacement of failed or worn parts with functionally equivalent parts
- installation of software or firmware updates required to restore performance, reliability or safety
- diagnostic procedures, fault-code clearing and re-initialisation following a repair
- recalibration and sensor alignment after component replacement
- configuration changes necessary to pair replacement modules or implements
- temporary deactivation of a warning or notification only to the extent strictly necessary to complete a repair and restore the system
- updates required to maintain interoperability with implements, telematics systems or precision agriculture tools
- retrofit or adaptation work that does not defeat mandated safety or emissions controls

MTAA recommends defining unauthorised modification by reference to objective legal and safety consequences rather than broad manufacturer discretion. That approach would provide clearer guidance to repairers, reduce the risk of anti-competitive overreach, and better align the scheme with its central purpose.

> **Question 10: What types of modifications should be prescribed as unauthorised modifications?**

MTAA considers that unauthorised modifications for agricultural machinery should be confined to modifications that materially compromise the machinery's safety, security or legal compliance. Prescribed unauthorised modifications should include:

- disabling or suppressing safety interlocks, rollover or guarding systems, operator-presence controls, braking or steering safeguards, safety notification systems or cybersecurity protections
- changes that defeat emissions controls or other mandatory compliance settings
- removal of geofencing, speed-limiting or similar controls where those controls are safety or compliance related
- unauthorised performance enhancement achieved by altering software locks or control parameters

- changes that amount to a substantial modification requiring fresh conformity, type-approval or other compliance assessment
- re-engineering, software bypassing or any intervention in electronic control units that takes machinery outside its approved design parameters or compromises the integrity of manufacturer-controlled safety or performance systems

The law should make clear that replacement of failed parts, software-enabled troubleshooting, recalibration, configuration changes necessary to pair replacement modules or implements, firmware or software updates required to restore safe operation, and other work reasonably necessary to return machinery to proper working order do not constitute unauthorised modifications when carried out lawfully and competently.

MTAA also recommends that liability for repair errors should rest with the party undertaking the repair. Where an independent repairer or customer undertakes their own repair using scheme information, they should accept responsibility for incorrect diagnosis, incorrect parts ordering, faulty workmanship, failed software installation or consequential damage arising from their work. This is consistent with ordinary principles of professional liability and does not require specific legislative provision beyond the existing legal framework governing trade practices, negligence and consumer protection. However, Treasury should ensure that the scheme's legislative design does not create ambiguity about where responsibility for repair outcomes sits when work is performed outside the authorised dealer network.

2.4 Safety information

> **Question 11: Which proposal do you support in relation to safety information?**

MTAA does not support Proposal 4 (Option 1). MTAA's preferred approach is to retain the existing safety-information framework, including competency-based safeguards for genuinely safety-critical material, while amending the separation obligation so that ordinary repair information is not withheld merely because it is said to be difficult to separate from safety information.

MTAA's concern is not with the existence of safety safeguards, but with the practical operation of the current separation requirement. Where a data provider asserts that safety information cannot reasonably be separated from non-safety information, broad categories of ordinary repair material may be withheld. That outcome imposes unnecessary burdens on repairers and risks undermining the scheme's central purpose.

MTAA has significant concerns with the implied-term and suspension mechanism proposed under Option 1. Requiring Australian repairers or scheme RTOs to ensure that safety information is used only by "fit and proper persons" introduces an undefined and inherently subjective concept into a statutory access regime. Without clear statutory criteria, procedural safeguards and an objective evidentiary threshold, such a power would be open to misuse or overly cautious application, particularly where independent repairers compete with authorised networks.

If Treasury alters the existing framework more substantially, MTAA would prefer Option 2 over Option 1 because it avoids uncertain implied terms and unilateral suspension powers and instead relies on clearer regulatory guidance to assist Australian repairers and scheme RTOs in meeting their scheme, safety and work health and safety obligations.

MTAA agrees with member feedback that modern agricultural machinery safety depends in part on manufacturer control of specialist software and electronic control systems, and that access to safety-critical information must be accompanied by appropriate safeguards. Whichever option is adopted, the framework should preserve meaningful safety protections, including competency requirements, auditability and controlled access for information where misuse could create a genuine risk to operator, bystander or public safety. The concern with Option 1 is not the principle of safeguards but the specific mechanism proposed, which would confer broad discretionary suspension powers on data providers without adequate procedural protections.

> ***Question 12: Are distinct approaches required in relation to safety information for motor vehicles and agricultural machinery?***

MTAA considers that distinct approaches to safety information may be justified for motor vehicles and agricultural machinery, provided the distinction is grounded in the safety risk, the equipment's operating environment and the technical character of the information.

Agricultural machinery is often used in controlled, private or off-road settings, presenting a different risk profile from motor vehicles on public roads. That does not eliminate the need for safety controls, but it supports a more proportionate regulatory response.

MTAA opposes treating all electronically stored or software-enabled information as automatically safety information merely because it interacts with a digital control system. An unduly broad classification would risk reproducing the same overreach concerns that undermine the scheme's effectiveness. Information should be treated as safety information where its misuse, misapplication or incorrect implementation would create a material risk to operator safety, bystander safety, public safety or compliance with applicable legal safety requirements. Information relevant only to routine servicing, non-critical diagnostics or ordinary mechanical repair should not be swept into the safety category merely because it is delivered through software-enabled systems.

MTAA acknowledges dealer member concerns that access to software, controllers and specialist tools involves materially higher safety, reliability and intellectual property risks than access to repair manuals and parts. This is a legitimate distinction. Modern agricultural machinery operates through complex, interdependent electronic control systems where even minor software changes can produce unintended consequences elsewhere in the machine.

Manufacturers extensively test software updates before release precisely because of these cascading risks. The scheme should reflect this reality by ensuring that access to manufacturer-released diagnostic and calibration information (which the scheme should provide) is clearly distinguished from third-party development of alternative software or unauthorised modification of electronic control systems (which the scheme should not facilitate).

The scheme should reflect it through proportionate, competency-based safeguards for higher-risk information categories rather than through blanket exclusions that prevent access to all software-related repair information. The functional approach recommended above achieves this by calibrating safety classification to genuine risk rather than to the format in which information is delivered.

2.5 Intermediaries

> **Question 13: What are your views on the proposed approach to intermediaries?**

MTAA supports the policy objective underpinning Proposal 5, namely to improve access to scheme information for intermediaries where that would enhance the practical accessibility, efficiency and usability of the scheme for Australian repairers and scheme RTOs. MTAA recognises that intermediaries perform a legitimate and valuable role in aggregating, standardising, translating or technically delivering scheme information, including through software tools, diagnostic platforms, analytical functions and multi-brand access services.

MTAA supports the establishment of a statutory framework requiring data providers to supply scheme information to intermediaries in a reasonably accessible form, as soon as reasonably practicable, and for a price not exceeding fair market value.

However, the following safeguards are essential:

- Intermediary access should supplement, and not displace, the direct statutory entitlements of Australian repairers and scheme RTOs under the scheme. Recognition of intermediaries should not become a basis for funnelling access exclusively through third-party channels.
- Fair market value assessment should expressly consider whether pricing structures would ultimately increase the effective cost of access for Australian repairers, particularly where intermediary costs are passed through to workshops.
- Intermediaries receiving, storing, transforming or facilitating access to safety or security related scheme information should be required to comply with equivalent obligations concerning identity verification, downstream access controls, secure storage, record-keeping and authorised use.
- Treasury should consider prescribed backstop timeframes or a staged negotiation framework to prevent prolonged data provider delay that operates as a de facto refusal to supply.

> **Question 14: What additional obligations or limitations should be considered for intermediaries?**

Beyond the matters identified in the proposal, intermediaries should be subject to express obligations regarding auditability, record-keeping, cybersecurity, confidentiality, downstream use restrictions, and the maintenance of appropriate systems to verify the identity and entitlement of end users to whom access is facilitated. The scheme should make clear that the use of an intermediary does not extinguish the data provider's obligation to supply scheme information in a reasonably accessible form or on fair market value terms.

> **Question 15: How should the scheme apply to remote service providers?**

The scheme should apply to remote service providers on a function-based basis rather than by reference to the physical location from which the service is delivered. Where an entity is performing diagnostic, programming, calibration, troubleshooting or other repair-related functions remotely, it should be subject to

equivalent obligations concerning authorised use, confidentiality, data security, auditability and compliance with any restrictions applicable to safety or security related information.

Remote service provision can improve access, particularly for regional and remote operators, by making specialist diagnostic and programming assistance available where local capability is limited. MTAA therefore supports the inclusion of remote service providers within the scheme, provided they are clearly brought within the same compliance framework.

2.6 Electronic logbooks

> **Question 16: What are your views on the proposed expansion of the scheme to repair and maintenance history?**

MTAA supports the proposed expansion of the scheme to include customer-facing repair and maintenance history within the definition of scheme information, together with a corresponding obligation on data providers to enable Australian repairers to update that history.

For clarity, MTAA distinguishes between customer-facing service history, which includes records of completed servicing, maintenance milestones, software updates, calibration events and repair work, and internal dealer business records, which may include technician observations, diagnostic interpretations, abbreviated internal notes and commercial notations. The scheme obligation should apply to customer-facing service history. Internal dealer business records are operational records of the dealership and should not be treated as scheme information or subject to mandatory sharing. This distinction is consistent with obligations under the Privacy Act 1988 (Cth) and reflects the practical difference between a service record that follows the machine and internal workshop documentation.

Access to electronic logbooks and repair history is no longer a peripheral convenience. It is increasingly integral to the accurate servicing, maintenance and repair of modern vehicles, particularly where service schedules, campaign requirements, inspection intervals and software-related maintenance actions are managed through digital records rather than traditional paper-based documentation. If independent repairers are unable to record completed work in the same way as authorised networks, consumers may be discouraged from exercising a genuine choice of repairer due to concerns about incomplete service histories, diminished resale value or uncertainty about warranty-related recordkeeping.

To maintain the integrity and reliability of electronic service records, updates by independent repairers should be required to include, at a minimum:

- the identity and registration details of the repairer or business
- the date and nature of the service or repair performed
- relevant parts replaced or installed
- any software updates, calibrations or firmware changes applied

Data providers should have the ability to flag, but not unilaterally delete, entries they consider inaccurate or inconsistent. Disputed entries should be subject to a resolution process administered by the Scheme Adviser

rather than resolved by the data provider acting as both party and adjudicator. This ensures logbook integrity without giving manufacturers or dealers a veto over independent repairer entries.

Treasury should also consider minimum interoperability or usability requirements so that electronic logbook functions are not made available in a form that is technically opaque or materially inferior to the functionality available to authorised dealer networks.

For clarity, the obligation to provide access to repair and maintenance history and to enable repairers to update that history should sit with the data provider (the manufacturer or importer), not with individual dealerships. Dealer management systems are proprietary business platforms used by dealerships to manage their operations, customer relationships, parts inventory and internal records. The scheme should not require dealers to grant third-party access to those systems. Instead, the data provider should be required to maintain a centralised, manufacturer-controlled interface, whether through an existing portal, a standardised API or an equivalent mechanism, through which verified repairers can read and update customer-facing service history. This ensures logbook access is delivered through the scheme framework rather than by requiring dealers to open their internal business systems to competitors.

> ***Question 17: Are there unique considerations for facilitating access to repair and maintenance history for agricultural machinery?***

The underlying policy rationale for access to repair and maintenance history is substantially the same for agricultural machinery as for motor vehicles. However, several practical and sector-specific considerations apply:

- Agricultural machinery is serviced across a more fragmented environment, including dealer networks, independent workshops, mobile field service providers, on-farm technicians, specialist subcontractors and mixed-discipline regional businesses. The framework must be interoperable and capable of reflecting this wider range of legitimate service arrangements.
- Agricultural machinery includes diverse equipment types with different maintenance cycles, seasonal servicing demands, firmware dependencies and attachment-specific service requirements. The scheme should accommodate machinery-specific records, module-level updates, calibration history, software and firmware changes, and servicing events undertaken outside a conventional workshop.
- Agricultural machinery is frequently serviced by multiple parties across its operational life, including dealer networks, independent workshops, mobile field technicians, on-farm staff and specialist subcontractors. The logbook framework must accommodate multiple contributors without creating confusion about the authoritative service record. Where machinery is subject to warranty, the logbook should clearly distinguish between warranty-qualifying service events recorded through the authorised dealer network and independent service events recorded through the scheme, so that neither record type displaces or obscures the other.
- Connectivity in regional and remote settings is frequently intermittent or limited. If repair and maintenance history is to be made available or updated through digital portals, the functionality must be usable in low-connectivity conditions.

- Treasury should also consider the interaction between electronic logbook obligations and the Privacy Act 1988 (Cth), particularly where repair and maintenance records are stored alongside personal or commercially sensitive information in dealer management systems. The scheme should provide clear guidance on the scope of the disclosure obligation to ensure data providers can comply without uncertainty about privacy obligations.

2.7 Scheme prices

> **Question 18: What are your views on the proposed mandate to quote scheme information in Australian dollars?**

MTAA supports the proposed requirement that data providers quote the price of scheme information in Australian dollars. This is a necessary transparency measure that would improve the practical accessibility of the scheme and reduce unnecessary uncertainty for Australian repairers and registered training organisations.

The pricing obligation should extend beyond the nominal base price to require reasonable transparency regarding all mandatory or reasonably foreseeable charges associated with accessing scheme information. This should include any applicable taxes, registration or account-establishment fees, platform access charges, software activation fees, subscription components, authentication costs, hardware-related charges, and any other compulsory amounts.

Our August 2025 MVIS submission identified pricing inconsistency as a significant barrier. Half of the survey respondents that provided input as part of preparing this submission raised concerns about subscription fees or pricing structures, with many providing detailed written feedback explaining how current fee models limit their ability to participate. A member noted: "As a small business that doesn't require access to manufacture information often, sometimes only once a year. The costs can be prohibitive to accepting jobs".

MTAA supports the principle that access to diagnostic tools, technical information and software should be subject to appropriate payment. The scheme does not provide free access and does not propose a fixed price schedule or government-set price cap. OEMs retain commercial pricing discretion. Information is supplied for a price not exceeding fair market value, which operates as a reasonableness safeguard to ensure pricing does not function as a de facto barrier to access, not as a price control mechanism.

The pricing reforms proposed in this submission are directed at ensuring that pricing is transparent, in Australian dollars and benchmarked against what authorised dealers pay. This addresses legitimate dealer concerns about free-riding on infrastructure, because independent repairers pay for access rather than receiving it at no cost. At the same time, pricing must not be set at levels that operate as a de facto barrier to access for small and regional operators.

> **Question 19: What are your views on the proposed amendment to factors relevant to determining fair market value?**

MTAA supports the proposed amendment to clarify that overseas pricing should be considered only where the information is supplied under a sufficiently similar statutory or regulatory scheme. Prices charged in jurisdictions without equivalent access obligations, competition safeguards or regulatory constraints may reflect materially different market dynamics and should not be treated as reliable indicators of fair market value for the Australian scheme.

Treasury should adopt a broader and more explicit set of factors when assessing whether a price exceeds fair market value. In addition to comparable domestic and analogous overseas pricing, the analysis should expressly permit consideration of:

- whether the information is supplied in a genuinely usable form
- the extent to which access is conditioned on the acquisition of ancillary goods or services
- whether pricing has been fragmented across multiple subscriptions or mandatory fees
- whether the practical functionality made available to independent repairers is materially inferior to that available to authorised dealer networks
- the cumulative cost of access across multiple subscriptions

> **Question 20: Are there other factors requiring consideration for determining fair market value for agricultural machinery?**

In relation to agricultural machinery, MTAA considers that several additional factors warrant express consideration:

- The consequences of downtime are often more acute and time-sensitive in agricultural settings, particularly during planting, spraying and harvest, such that inflated pricing may have a disproportionate commercial impact relative to ordinary vehicle servicing.
- Access to information is frequently required in regional and remote markets, where repair options are more limited and a lack of local competition may amplify the effects of excessive pricing.
- Agricultural machinery often relies on a broader mix of software, firmware, calibration tools, telematics interfaces and implement-specific information than conventional motor vehicles, meaning that the total cost of practical access may be understated if individual price components are considered in isolation.
- Where machinery is serviced through mobile repairers, mixed-discipline workshops or seasonal service arrangements, Treasury should consider whether pricing structures are designed to accommodate those legitimate business models.

MTAA recommends that the fair market value framework for agricultural machinery expressly account for the cumulative cost of access, the urgency and commercial sensitivity of downtime, the regional context in which repairs are performed, and the need to avoid pricing structures that undermine practical access for independent repairers and operators outside dealer networks.

2.8 Supply periods and timeframes

> **Question 21: What are your views on the proposed approach to provision of scheme information in electronic form?**

MTAA supports the proposed presumption that electronically stored information should be capable of being supplied with variable access periods. A rigid approach to supply periods can unnecessarily constrain access

when information is already stored and delivered digitally, and when more flexible supply options would better match the needs of repairers undertaking discrete diagnostic, service or programming tasks. Greater variability in supply periods would improve the usability of the scheme, particularly for smaller workshops that do not require, and cannot always justify, longer subscription periods for infrequent or brand-specific tasks.

MTAA notes that in its August 2025 MVIS submission, it recommended that the maximum access timeframe be reduced to 24 hours, except in exceptional circumstances such as system outages. MTAA reiterates that timely access is critical to ensuring repairs are completed efficiently and customers are not unnecessarily inconvenienced.

The proposal should be implemented with clear safeguards to ensure that variability improves accessibility rather than fragmenting access into commercially impractical micro-periods. Repairers should continue to have access to pricing and duration options that are proportionate to the task being undertaken.

> ***Question 22: What are your views on the proposed approach to timeframes where there is accompanying supply of hardware?***

MTAA supports requiring that scheme information requiring the physical supply of hardware be made available for at least five business days. That minimum period is a practical and proportionate response to the reality that, where hardware must be physically dispatched before access can be achieved, the repairer should not lose a material portion of the access window due to postage, courier delays, installation time or initial setup requirements.

MTAA supports a further refinement to clarify that the minimum period should commence from the point at which the hardware is capable of practical use by the repairer, rather than merely from the date of dispatch.

> ***Question 23: Are the prescribed timeframes appropriate in an agricultural vehicle context?***

In the agricultural machinery context, MTAA considers that prescribed timeframes must be calibrated to the acute consequences of downtime and the practical realities of regional servicing. Delays that may be inconvenient in the passenger-vehicle context can be commercially devastating in agriculture, particularly during narrow seasonal operating windows. Where information or hardware is required to restore essential machinery during planting, spraying or harvest, the practical need for timely access is especially strong.

The framework must permit sufficiently prompt access, avoiding rigid timing constructs that fail to account for freight delays, regional connectivity limitations, mobile servicing arrangements or the need to travel to the site before access can be used. MTAA considers that prescribed timeframes should be treated as minimum protections rather than outer limits, and should be accompanied by an expectation that data providers act with particular urgency where agricultural downtime risks disproportionate productivity loss.

2.9 Access to security information

> ***Question 24: Which proposal do you support in relation to security information?***

MTAA supports Proposal 11, reducing the security information supply timeframe from two business days to one business day where the conditions for immediate supply are not met. Security information is often required to complete legitimate repairs that cannot be finalised without coding, reprogramming, keying,

immobiliser-related functions or similar security-controlled tasks. Even modest delays can create unnecessary disruption for repairers and consumers.

MTAA's August 2025 MVIS submission documented significant practical challenges with security information access. Repairers described scenarios where vehicles sat idle due to unresolved access requests, with one reporting four vehicles on hold for over three weeks due to delayed security access.

Regarding Proposal 12, MTAA does not support a shift to quarterly declarations where that would reduce the evidentiary threshold for each security-information request. Each request should continue to be accompanied by appropriate evidence of authority to undertake the relevant work, whether in the form of customer authorisation, fleet authority, contractual authority, dealer authorisation or other verifiable documentation. Those declarations provide an important layer of scrutiny, help prevent misuse and protect consumers and asset owners against malpractice, unauthorised access and improper use of security-sensitive systems.

MTAA recommends the consistent application of the AASRA security vetting framework across the scheme. The AASRA model provides a centralised, auditable and repairer-focused mechanism for verifying identity, business status, authority and accountability before security information is released. Manufacturer-specific processes should be treated as transitional or equivalent mechanisms only to the extent they meet the same substantive standard.

> **Question 25: What would the expected benefits and costs be of each policy proposal?**

The benefits of Proposal 11 are significant. Reducing the supply timeframe from two business days to one would improve repair turnaround times, reduce unnecessary downtime while authorisation is pending, and support greater workshop productivity. Those benefits are particularly important in commercial and agricultural contexts, where downtime can have broader productivity consequences beyond the immediate repair transaction. In agriculture, machinery may be required during narrow seasonal windows, and delay in obtaining security-related authorisation can interrupt planting, spraying, harvesting or other time-critical operations.

The cost of maintaining request-specific declarations (rather than the quarterly approach in Proposal 12) is justified by the level of protection they provide. The appropriate reform is not to relax the substantive security threshold, but to administer the AASRA security vetting process more consistently and efficiently so that legitimate requests are assessed promptly.

> **Question 26: Does the scheme's security information framework pose sector-specific challenges for agricultural machinery?**

MTAA considers that the scheme's framework for regulating access to security information does raise sector-specific challenges in the agricultural context. These arise less from the nature of the security information itself than from the operational environment in which repairs are performed:

- Agricultural machinery is frequently serviced in regional and remote locations through mobile repair models, mixed-discipline workshops or seasonal on-site arrangements, often during narrow, time-critical operating windows.
- Delays in obtaining security information can have a disproportionate commercial impact compared with the passenger-vehicle context.

- Agricultural machinery is supported by a wider range of legitimate servicing arrangements than conventional motor vehicles, and many do not operate through a single fixed workshop.
- Connectivity constraints may interact with security-access controls in ways less common in ordinary passenger vehicle servicing. Where access depends on real-time portal authentication, repeated declaration processes or stable online connectivity, regional repairers may face practical barriers that do not reflect any lack of competence or legitimacy.

The agricultural application of the scheme should preserve strong verification and security safeguards while avoiding unnecessarily duplicative administrative requirements and operating effectively in low-connectivity and time-critical conditions.

2.10 Scheme governance

> **Question 27: What are your views on the proposed changes to reporting requirements?**

MTAA supports the proposed changes, including periodic reporting on the terms and conditions on which scheme information is supplied and immediate notification to the Scheme Adviser where system outages materially affect access.

MTAA recommends one refinement: where a data provider reports a system outage, the reporting framework should also require disclosure of the approximate time for restoration or, where that cannot yet be determined, regular updates on the expected resolution. MTAA's August 2025 submission documented repairers reporting that "system outages... cause delays and lost time", and improved outage transparency would allow repairers to manage workshop scheduling and consumer communications more effectively.

> **Question 28: What are your views on the proposed expansion of the Scheme Adviser's reporting functions?**

MTAA supports the proposed expansion of the Scheme Adviser's reporting functions to enable reporting to the Minister on whether additional classes of vehicles should be included under the scheme. This is a forward-looking governance measure that would improve the scheme's capacity to respond to technological change, market developments and emerging evidence about where information asymmetries create repair barriers.

MTAA has consistently advocated for the scheme to be extended to heavy vehicles and motorcycles in addition to agricultural machinery. A formal reporting function of this kind would help ensure that future questions of scheme scope are considered on the basis of evidence and practical experience.

MTAA would support a refinement requiring the Scheme Adviser, when preparing such reports, to consult affected repair sectors, independent businesses, training organisations and other relevant stakeholders.

2.11 Scheme enforcement

> **Question 29: What are your views on applying prohibited terms and conditions to scheme offers?**

MTAA supports the proposal to prohibit scheme offers that contain prohibited terms and conditions. The scheme is intended to create a practical entitlement for Australian repairers and scheme RTOs to obtain service and repair information on fair and workable terms. That objective would be compromised if data providers were permitted to include terms that, in substance, deter lawful use, shift unreasonable risk, constrain legitimate repair activity or otherwise operate as a de facto barrier to access.

The concept of prohibited terms should extend to any term or condition that has the purpose or likely effect of frustrating the operation of the scheme, including provisions that:

- impose disproportionate indemnities, disclaimers or liability shifts unrelated to the repairer's actual conduct
- restrict the use of scheme information for lawful diagnosis, servicing or repair
- compel the acquisition of unrelated subscriptions, hardware or ancillary services
- permit unilateral withdrawal or suspension of access in circumstances not grounded in the legislation
- create materially inferior access or functionality for independent repairers compared with authorised dealer networks

> **Question 30: What are your views on the proposed clarification to the bundling prohibition?**

MTAA supports the proposed clarification, provided the exception for bundling is confined strictly to circumstances in which bundling is genuinely necessary to make scheme information reasonably accessible. The clarification must not be framed so broadly that it creates a pathway for data providers to reintroduce unnecessary packaging, forced subscriptions or bundled commercial products under the guise of technical necessity.

MTAA strongly supports the accompanying clarification that electronically supplied scheme information should not be regarded as reasonably accessible where it could reasonably have been supplied in a more accessible alternative form. This is consistent with MTAA's broader position that scheme information must be available in a form that is usable, proportionate and genuinely capable of supporting independent diagnosis, servicing and repair.

3. Additional matters

3.1 Parts access

MTAA considers that parts access restrictions should be addressed alongside information sharing obligations. Information access without parts access delivers only a partial solution to the competitive disadvantage of

independent repairers. This concern has been reinforced by recent public warnings from the Insurance Council of Australia that certain EV brands are deliberately restricting parts sales to independent repairers, driving up repair costs and insurance premiums. MTAA shares this concern and recommends that Treasury consider parts access obligations within the broader right-to-repair framework.

3.2 ACCC enforcement

MTAA reiterates its longstanding position that the ACCC must be resourced and empowered to take a proactive enforcement role. MTAA's August 2025 submission documented widespread concerns that enforcement of data provider obligations is weak, with little visible follow-up when issues are raised.

There is a perception that some manufacturers are only superficially participating in the scheme. Increased visibility of enforcement action would help build confidence among repairers and signal to all data providers that full and meaningful participation in the scheme is not optional.

3.3 AASRA resourcing

MTAA supports strengthened resourcing for AASRA as Scheme Adviser. Member feedback indicates that response times can be inconsistent, and as the number and complexity of missing information reports increases, AASRA's current capacity may be under strain. MTAA recommends additional funding and resources to strengthen its capacity and the introduction of clear performance benchmarks for response and resolution timeframes.

3.4 Telematics and vehicle data

MTAA supports the scheme being future-proofed to address telematics and precision agriculture data, consistent with the Australian Automobile Association's longstanding advocacy for consumer rights regarding in-vehicle telematics data. The expansion to agricultural machinery is an opportunity to build these protections in from the outset rather than deferring them to a future review.

3.5 Liability and responsibility for repair outcomes

MTAA supports the principle that repairers and consumers who undertake repairs using scheme information should bear responsibility for their own workmanship, diagnostic decisions, parts selection and any consequential damage arising from their repair activity. This is consistent with ordinary principles of professional liability and trade practices law. The scheme provides access to information; it does not transfer the manufacturer's or dealer's liability for repair quality to the data provider.

Treasury should ensure that the scheme's legislative design makes this clear and does not create ambiguity about where responsibility for repair outcomes sits when work is performed by independent repairers or by consumers themselves. This is particularly important in the agricultural machinery context, where incorrect software installation, failed calibration or faulty component replacement could affect the safety and performance of equipment operating in time-critical and often isolated conditions.

3.6 Regional dealer network viability

MTAA notes its dealer member feedback that policy design should avoid undermining the viability of regional dealerships. The agricultural machinery sector does not have the same scale, customer base or repair volume as the light vehicle sector. Fewer manufacturers, fewer dealers and higher unit values mean that regulatory settings which are absorbed in the light vehicle market may have a disproportionate impact on smaller agricultural machinery businesses.

MTAA agrees that dealer networks provide essential repair infrastructure in regional and rural Australia, including parts stockholding, trained technicians, service vehicles, field service capability and warranty support. The scheme is designed to address a market failure in information access, not to displace dealer networks or redistribute the commercial benefits of dealership infrastructure.

Pricing benchmarked to fair market value means that independent repairers pay for access rather than receiving it free, which addresses the "free-riding" concern. Independent repairers in regional areas typically handle overflow, simpler jobs and general servicing work and do not displace the specialised dealer capability that farmers rely on during peak seasonal periods. The scheme should improve the range of repair options available to agricultural operators without reducing the overall repair capacity in regional markets.

4. Conclusion

MTAA supports the proposed reforms as an important step in strengthening competition in after-sales repair markets, improving consumer choice and supporting independent repairers, regional service providers and registered training organisations. The expansion to agricultural machinery is consistent with the principles that underpin the existing MVIS and reflects the practical reality that modern agricultural equipment presents the same information-access barriers that justified the light vehicle scheme.

MTAA's recommendations are intended to ensure that the scheme operates in a way that is legally sound, technically practical, and commercially realistic for the businesses and consumers it is intended to serve. We look forward to continued engagement with Treasury on the development of the final reform package.

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