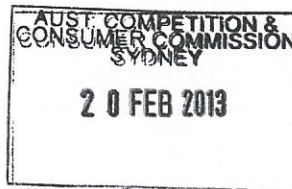


Partner Paul McLachlan
Writer Alex Hutchens
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Email ahutchens@mccullough.com.au
Our reference AGH:PDM:154642-21



Lawyers **McCullough
Robertson**

20 February 2013

The Appropriate Officer - Adjudications
Australian Competition and Consumer Commission

E-MAILED
20.2.13 - 2:39 pm

Email adjudications@accc.gov.au

Dear Sir or Madam

Application for authorisation - RACQ Approved Repairers reciprocal warranty scheme

We act for the Royal Automobile Club of Queensland Limited.

We **attach** for lodgment:

- (a) Form B – Agreements Affecting Competition or Incorporating Related cartel Provisions: Application for Authorisation;
- (b) Form E – Exclusive Dealing: Application for Authorisation; and
- (c) Supporting Submission.

We note the Commission's expressed preference that Applications for Authorisation be lodged in Canberra. Therefore, we are lodging these Applications by email, and will attend the Commission's Sydney office today to pay the relevant lodgement fee, being \$9,000, by cheque.

If you would like to discuss any aspect of these Applications, please do not hesitate to contact either Paul McLachlan on (02) 9270 8606, or Alex Hutchens on (02) 9270 9609.

Yours sincerely

Approved for sending by email

Paul McLachlan

Partner

attachment
21989489v1

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Jeremy Kennedy
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Troy Webb
Brendan Tobin

Michael Moy
Tim Hanmore
Brett Hawkins
Tim Sayer
Oliver Talbot
Peter Stokes
Isaac West

Form B

Commonwealth of Australia

Competition and Consumer Act 2010 — subsections 88 (1A) and (1)

AGREEMENTS AFFECTING COMPETITION OR INCORPORATING RELATED CARTEL PROVISIONS: APPLICATION FOR AUTHORISATION

To the Australian Competition and Consumer Commission:

Application is hereby made under subsection(s) 88 (1A)/~~88 (1)~~ of the *Competition and Consumer Act 2010* for an authorisation:

- to make a contract or arrangement, or arrive at an understanding, a provision of which would be, or might be, a cartel provision within the meaning of Division 1 of Part IV of that Act (other than a provision which would also be, or might also be, an exclusionary provision within the meaning of section 45 of that Act).
- to give effect to a provision of a contract, arrangement or understanding that is, or may be, a cartel provision within the meaning of Division 1 of Part IV of that Act (other than a provision which is also, or may also be, an exclusionary provision within the meaning of section 45 of that Act).
- ~~• to make a contract or arrangement, or arrive at an understanding, a provision of which would have the purpose, or would or might have the effect, of substantially lessening competition within the meaning of section 45 of that Act.~~
- ~~• to give effect to a provision of a contract, arrangement or understanding which provision has the purpose, or has or may have the effect, of substantially lessening competition within the meaning of section 45 of that Act.~~

(Strike out whichever is not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

1. Applicant

- (a) **Name of Applicant:**
(Refer to direction 2)

A91358 Royal Automotive Club of Queensland (ACN 009 660 575) (RACQ)

- (b) **Short description of business carried on by applicant:**
(Refer to direction 3)

RACQ is a motoring organisation that provides auto club services to its members.

Part of the membership services offered to RACQ members is the RACQ Approved Repairers Network. RACQ enters into standard form approved repairer agreements with businesses that provide automotive repair services to designate them as RACQ Approved Repairers.

RACQ imposes certain standards of conduct and quality on its RACQ Approved Repairers. It only agrees to appoint repairers who it considers to be appropriately qualified, reputable and reliable.

When a RACQ Member or member of the public contacts RACQ seeking a recommendation for vehicle repair services, RACQ refers its members to RACQ Approved Repairers.

(c) Address in Australia for service of documents on the applicant:

2649 Logan Road, Eight Mile Plains, QLD 4113

2. Contract, arrangement or understanding

(a) Description of the contract, arrangement or understanding, whether proposed or actual, for which authorisation is sought:

(Refer to direction 4)

A standard form 'Appointment as a RACQ approved Repairer Agreement' between RACQ and businesses that provide automotive repair services to designate them as 'RACQ approved repairers', entered into individually between RACQ and a repairer, but which may be argued to give rise to an arrangement or understanding between repairers in a 'hub and spoke' arrangement.

(b) Description of those provisions of the contract, arrangement or understanding described at 2 (a) that are, or would or might be, cartel provisions, or that do, or would or might, have the effect of substantially lessening competition:

(Refer to direction 4)

RACQ is proposing to include in its standard form agreement a provision requiring RACQ Approved Repairers to charge each other at a set labour rate for warranty repairs. The conduct on the whole might be viewed as an understanding as to price between RACQ Approved Repairers.

(c) Description of the goods or services to which the contract, arrangement or understanding (whether proposed or actual) relate:

Provision of automotive repair services, provision of warranty rights and benefits.

(d) The term for which authorisation of the contract, arrangement or understanding (whether proposed or actual) is being sought and grounds supporting this period of authorisation:

Five years from date of authorisation. See supporting submission for grounds.

3. Parties to the proposed arrangement

(a) Names, addresses and descriptions of business carried on by other parties or proposed parties to the contract or proposed contract, arrangement or understanding:

Existing RACQ approved repairers as set out in the attached list and further approved repairers not yet appointed.

(b) Names, addresses and descriptions of business carried on by parties and other persons on whose behalf this application is made:

(Refer to direction 5)

Not applicable.

4. Public benefit claims

(a) Arguments in support of authorisation:

(Refer to direction 6)

See attached submission.

(b) Facts and evidence relied upon in support of these claims:

See attached submission.

5. Market definition

Provide a description of the market(s) in which the goods or services described at 2 (c) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(Refer to direction 7)

See attached submission.

6. Public detriments

- (a) **Detriments to the public resulting or likely to result from the authorisation, in particular the likely effect of the contract, arrangement or understanding, on the prices of the goods or services described at 2 (c) and the prices of goods or services in other affected markets:**

(Refer to direction 8)

See attached submission.

- (b) **Facts and evidence relevant to these detriments:**

See attached submission.

7. Contract, arrangements or understandings in similar terms

This application for authorisation may also be expressed to be made in relation to other contracts, arrangements or understandings or proposed contracts, arrangements or understandings, that are or will be in similar terms to the abovementioned contract, arrangement or understanding.

- (a) **Is this application to be so expressed?**

Yes.

- (b) **If so, the following information is to be furnished:**

- (i) **description of any variations between the contract, arrangement or understanding for which authorisation is sought and those contracts, arrangements or understandings that are stated to be in similar terms:**

(Refer to direction 9)

Future modifications or replacements of RACQ's standard form approved repairer agreement which continue to include a provision substantially similar to the provision described in item 2(b) above.

- (ii) **Where the parties to the similar term contract(s) are known — names, addresses and descriptions of business carried on by those other parties:**

Not applicable.

- (iii) **Where the parties to the similar term contract(s) are not known — description of the class of business carried on by those possible parties:**

Current and future RACQ approved repairers who enter into such a modified or replacement standard form approved repairer agreement.

8. Joint Ventures

- (a) Does this application deal with a matter relating to a joint venture (See section 4J of the *Competition and Consumer Act 2010*)?

No

- (b) If so, are any other applications being made simultaneously with this application in relation to that joint venture?

Not applicable.

- (c) If so, by whom or on whose behalf are those other applications being made?

Not applicable.

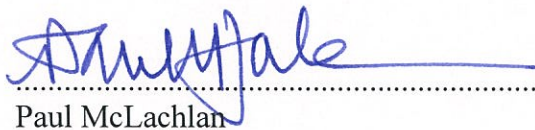
9. Further information

- (a) Name and address of person authorised by the applicant to provide additional information in relation to this application:

C/- Mr Paul McLachlan
Partner
McCullough Robertson
Level 16, 55 Hunter Street
Sydney NSW 2000
Email: pmclachlan@mccullough.com.au

Dated... 20 February 2013

Signed by/on behalf of the applicant



Paul McLachlan
Partner
McCullough Robertson

DIRECTIONS

1. Use Form A if the contract, arrangement or understanding includes a provision which is, or might be, a cartel provision and which is also, or might also be, an exclusionary provision. Use Form B if the contract, arrangement or understanding includes a provision which is, or might be, a cartel provision or a provision which would have the purpose, or would or might have the effect, of substantially lessening competition. It may be necessary to use both forms for the same contract, arrangement or understanding.

In lodging this form, applicants must include all information, including supporting evidence, that they wish the Commission to take into account in assessing the application for authorisation.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

2. Where the application is made by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
3. Describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding in respect of which the application is made.
4. Provide details of the contract, arrangement or understanding (whether proposed or actual) in respect of which the authorisation is sought. Provide details of those provisions of the contract, arrangement or understanding that are, or would or might be, cartel provisions. Provide details of those provisions of the contract, arrangement or understanding that do, or would or might, substantially lessen competition.

In providing these details:

- (a) to the extent that any of the details have been reduced to writing, provide a true copy of the writing; and
 - (b) to the extent that any of the details have not been reduced to writing, provide a full and correct description of the particulars that have not been reduced to writing.
5. Where authorisation is sought on behalf of other parties provide details of each of those parties including names, addresses, descriptions of the business activities engaged in relating to the subject matter of the authorisation, and evidence of the party's consent to authorisation being sought on their behalf.
 6. Provide details of those public benefits claimed to result or to be likely to result from the proposed contract, arrangement or understanding including quantification of those benefits where possible.
 7. Provide details of the market(s) likely to be effected by the contract, arrangement or understanding, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the authorisation.
 8. Provide details of the detriments to the public which may result from the proposed contract, arrangement or understanding including quantification of those detriments where possible.
 9. Where the application is made also in respect of other contracts, arrangements or understandings, which are or will be in similar terms to the contract, arrangement or understanding referred to in item 2, furnish with the application details of the manner in which those contracts, arrangements or understandings vary in their terms from the contract, arrangements or understanding referred to in item 2.

Form E

Commonwealth of Australia

Competition and Consumer Act 2010 — subsection 88 (8)

EXCLUSIVE DEALING: APPLICATION FOR AUTHORISATION

To the Australian Competition and Consumer Commission:

Application is hereby made under subsection 88 (8) of the *Competition and Consumer Act 2010* for an authorisation under that subsection to engage in conduct that constitutes or may constitute the practice of exclusive dealing.

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

1. Applicant

- (a) **Name of applicant:**
(Refer to direction 2)

A91359 Royal Automotive Club of Queensland (ACN 009 660 575) (RACQ)

- (b) **Short description of business carried on by applicant:**
(Refer to direction 3)

RACQ is a motoring organisation that provides auto club services to its members.

Part of the membership services offered to RACQ members is the RACQ Approved Repairers Network. RACQ enters into standard form approved repairer agreements with businesses that provide automotive repair services to designate them as RACQ Approved Repairers.

RACQ imposes certain standards of conduct and quality on its RACQ Approved Repairers. It only agrees to appoint repairers who it considers to be appropriately qualified, reputable and reliable.

When a RACQ Member or member of the public contacts RACQ seeking a recommendation for vehicle repair services, RACQ refers its members to RACQ Approved Repairers.

- (c) **Address in Australia for service of documents on the applicant:**

2649 Logan Road, Eight Mile Plains, QLD 4113

2. Contract, arrangement or understanding

- (a) **Description of the conduct that would or may constitute the practice of exclusive dealing:**

(Refer to direction 4)

See attached submission.

- (b) **Description of the goods or services in relation to the supply or acquisition of which this application relates:**

Provision of automotive repair services, provision of warranty rights and benefits.

- (c) **The term for which authorisation of the conduct is being sought and grounds for supporting this period of authorisation:**

Five years – see attached submission for grounds.

3. Parties to the proposed arrangement

- (a) **Class or classes of persons to which the conduct relates:**

(Refer to direction 5)

Existing RACQ approved repairers as set out in the attached list and further approved repairers not yet appointed.

- (b) **Number of those persons:**

- (i) **At present time:**

Unable to be ascertained.

- (ii) **Estimated within the next year:**

(Refer to direction 6)

Unable to be ascertained.

- (c) **Where number of persons stated in item 3 (b) (i) is less than 50, their names and addresses:**

Not applicable.

4. Public benefit claims

- (a) **Arguments in support of authorisation:**

(Refer to direction 6)

See supporting submission.

- (b) **Facts and evidence relied upon in support of these claims:**

See supporting submission.

5. Market definition

Provide a description of the market(s) in which the goods or services described at 2 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any

restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(Refer to direction 7)

See supporting submission.

6. Public detriments

- (a) **Detriments to the public resulting or likely to result from the authorisation, in particular the likely effect of the conduct on the prices of the goods or services described at 2 (b) above and the prices of goods or services in other affected markets:**
(Refer to direction 8)

See supporting submission.

- (b) **Facts and evidence relevant to these detriments:**

See supporting submission.

7. Joint Ventures

- (a) **Does this application deal with a matter relating to a joint venture (See section 4J of the *Competition and Consumer Act 2010*)?**

No.

- (b) **If so, are any other applications being made simultaneously with this application in relation to that joint venture?**

Not applicable.

- (c) **If so, by whom or on whose behalf are those other applications being made?**

Not applicable.

8. Further Information

- (a) **Name and address of person authorised by the applicant to provide additional information in relation to this application:**

C/- Mr Paul McLachlan
Partner
McCullough Robertson
Level 16, 55 Hunter Street
Sydney NSW 2000
Email: pmclachlan@mccullough.com.au

Dated... 20 February 2013

Signed by/on behalf of the applicant



Paul McLachlan
Partner
McCullough Robertson

DIRECTIONS

1. In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission to take into account in assessing their application for authorisation.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

2. Where the application is made by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
3. Describe that part of the applicant's business in the course of which the conduct is engaged in.
4. Provide details of the conduct (whether proposed or actual) which may constitute the practice of exclusive dealing in respect of which this authorisation is sought.

In providing these details:

- (a) to the extent that any of the details have been reduced to writing — provide a true copy of the writing; and
 - (b) to the extent that any of the details have not been reduced to writing — provide a full and correct description of the particulars that have not been reduced to writing.
5. Where authorisation is sought on behalf of other parties provide details of each of those parties including names, addresses, descriptions of the business activities engaged in relating to the subject matter of the authorisation, and evidence of the party's consent to authorisation being sought on their behalf.
 6. Provide details of those public benefits claimed to result or to be likely to result from the proposed conduct including quantification of those benefits where possible.
 7. Provide details of the market(s) likely to be effected by the conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the authorisation.
 8. Provide details of the detriments to the public which may result from the conduct including quantification of those detriments where possible.

RACQ Approved Repairers Network

Application to ACCC for authorisation – supporting submission

Dated: 20 February 2013

Table of contents

Overview	1
1 Application for authorisation	1
Background	3
2 Automotive repair industry	3
3 Proposed conduct	4
Authorisation sought	7
4 Conduct and scope	7
5 The test for authorisation	8
6 Significant public benefits	9
7 Minimal (if any) detriment	11
8 Authorisations should be granted	13
Annexure	14
RACQ Approved Repairers	14

RACQ Approved Repairers Network

Application to ACCC for authorisation – supporting submission

Overview

1 Application for authorisation

The Applicant

- 1.1 Royal Automobile Club of Queensland Limited (**RACQ**) is a motoring organisation that was established in 1905. It is a constituent member of the Australian Automobile Association. In 1927 it was registered as a public company limited by guarantee and today has a revenue of in excess of \$1 million. It is Queensland's largest membership organisation with over 1.2 million members. RACQ is the parent entity of the RACQ Group which is comprised of a number of entities including its wholly owned subsidiary, RACQ Insurance Limited.
- 1.2 RACQ membership offers a range of auto club services. Membership benefits include 24 hour road side assistance Australia wide, breakdown towing services, vehicle inspections and other motoring services, discounts on car and home insurance, travel, accommodation and personal finance and well as benefits and discounted rates on retail products and services.
- 1.3 RACQ membership is open to all residents of Queensland.

The RACQ Approved Repairers Network

- 1.4 RACQ enters into arrangements with businesses that provide vehicle repair services to designate them as 'RACQ Approved Repairers' (**RACQ Approved Repairers**). This includes general and specialised mechanical workshops, auto mechanical locksmiths, auto electricians and auto technicians.
- 1.5 When an RACQ Member or member of the public contacts RACQ seeking a recommendation for vehicle repair services, RACQ refers them to RACQ Approved Repairers. For example, members of the public can search for RACQ Approved Repairers on RACQ's website at http://www.racq.com.au/motoring/cars/car_advice/approved_repairers. A list of RACQ's Approved Repairers (current as at the date of this document) is **attached**.
- 1.6 RACQ imposes certain standards of conduct and quality on its RACQ Approved Repairers. It only agrees to appoint repairers who it considers to be appropriately qualified, reputable and reliable. RACQ Approved Repairers are entitled to display signage at their premises that indicate that they are 'RACQ Approved Repairers'. They must abide by agreed standards in how they provide services to RACQ Members and as to the quality and workmanship of those services. They must also abide by an agreed dispute resolution process when an RACQ Member raises a dispute about the services provided.
- 1.7 The terms on which a vehicle repairer becomes an 'RACQ Approved Repairer' are set out in an 'Appointment as a RACQ Approved Repairer Agreement' (**Appointment Agreement**) between

RACQ and the individual automotive repairer. RACQ Approved Repairers pay RACQ an appointment fee.

RACQ Approved Repairers network separate from insurance networks

- 1.8 The RACQ Approved Repairers network is separate from the networks of 'selected repairers' and accident tow truck operators used for insurance claims. The RACQ Approved Repairers network is designed to provide consumers with an independent verification that a particular mechanic or service provider meets certain minimum standards of quality and reliability. It is designed primarily for everyday mechanical needs, not accident or insurance related work (although it is conceivable that an RACQ Approved Repairer could be asked to carry out repairs for damage caused by an accident), and a mechanic or towing business would separately need to seek appointment to an insurance-based panel of approved suppliers.

The proposed conduct

- 1.9 RACQ wishes to enhance the RACQ Approved Repairers Network by including a requirement that all RACQ Approved Repairers offer a standard express warranty for the repair services provided to RACQ Members. In addition, where further repairs are required that are covered by that express warranty, the RACQ Member may require another appropriately qualified RACQ Approved Repairer to undertake those warranty repairs (e.g. because the RACQ Member is distant from the area where the original repairs were undertaken). Where that occurs, the RACQ Member will not be charged anything for the repair. Instead the RACQ Approved Repairer undertaking the warranty repair will charge the RACQ Approved Repairer who did the original repair and gave the express warranty, at a fixed hourly labour rate. This will not be a term of the express warranty, but a general benefit of RACQ membership.
- 1.10 In order to implement this new benefit of the RACQ Approved Repairers Network, RACQ will enter into new Appointment Agreements with each RACQ Approved Repairer that provide for the warranty arrangements in paragraph 1.9, and further described in section 3 below (**Proposed Conduct**).
- 1.11 RACQ is concerned that this new proposed benefit may lead to RACQ or its Approved Repairers engaging in conduct that arguably contravenes the *Competition and Consumer Act 2010 (CCA)*. In particular:
- (a) RACQ Approved Repairers who refuse to offer a similar warranty to non-RACQ customers may engage in third line forcing (in which RACQ may be considered to be knowingly involved);
 - (b) RACQ Approved Repairers who refuse to undertake warranty repairs in respect of work carried out by another RACQ Approved Repairer, for the reason that the customer is not an RACQ member, may engage in third line forcing (in which RACQ may be considered to be knowingly involved);
 - (c) RACQ Approved Repairers who refuse to honour a warranty from a non-RACQ Approved Repairer for no charge to the customer may engage in third line forcing (in which RACQ may be considered to be knowingly involved); and
 - (d) the proposal to have RACQ Approved Repairers charge each other a set labour rate for warranty repairs may arguably constitute a cartel provision with the purpose, effect or likely effect of fixing a price.
- 1.12 If authorisation is not granted for the third line forcing conduct and the price fixing conduct, the most likely counterfactual is that RACQ would not proceed to implement this new benefit at all.

Authorisation

- 1.13 While ordinarily notification of exclusive dealing would be the preferred approach for seeking immunity for third line forcing conduct, in this case it is impracticable and inappropriate.
- 1.14 RACQ therefore seeks authorisation for itself and for each of its Approved Repairers, now and in the future, to engage in the Proposed Conduct.

Clear public benefits, minimal public detriment

- 1.15 Compared to the counterfactual, the Proposed Conduct is likely to result in substantial public benefits.
- 1.16 The public benefits include:
 - (a) increased competitiveness of RACQ Approved Repairers leading to an overall increase in competition in relevant markets;
 - (b) an increase in social welfare through local and timely repair of broken down vehicles, increased RACQ membership and therefore vehicles that are covered by roadside assistance and increased revenue for RACQ to further its motoring advocacy and safety role;
 - (c) an increase in consumer choice and confidence in vehicle repairers;
 - (d) improved efficiency in vehicle repair services; and
 - (e) transaction cost savings and efficiency.
- 1.17 The Proposed Conduct is likely to result in minimal (if any) public detriment. To the extent that any public detriment might arise, RACQ has taken steps to minimise that detriment by:
 - (a) providing that the set labour rate only applies to warranty repair chargebacks and no broader; and
 - (b) imposing the requirements through individual bilateral agreements between RACQ and the RACQ Approved Repairer so that there is no scope for broader agreement or coordination between RACQ Approved Repairers as to price.
- 1.18 The substantial public benefits outweigh any minimal detriments. As such, authorisation should be granted for the Proposed Conduct for a period of five years.

Background

2 Automotive repair industry

- 2.1 The automotive repair industry in Queensland is price-sensitive and highly competitive.
- 2.2 It is comprised of a few high profile large chains, some smaller chains and a significant number of independent workshops. Additionally, new-car dealerships provide repair services, primarily during the period of new car warranties, although the non-dealer repairers already mentioned also provide new-car warranty servicing in competition with the dealers.

- 2.3 The high profile large chains enjoy significant advantages in the market because their brand names are recognised and trusted (in an industry where the public can feel disempowered by their lack of mechanical knowledge and inability to authoritatively question the need for, or proper cost of, repairs).
- 2.4 Further, the integrated structure of large chain repairers allows them to provide reciprocal warranty repairs at other members of the chain throughout Queensland, not just at the particular place of repair.
- 2.5 RACQ's Approved Repairer scheme provides a counterpoint to this competitive advantage. Under the scheme, RACQ certifies (on a repairer-by-repairer basis) that it is satisfied the particular repairer meets all elements required to be an Approved Repairer. This gives the public confidence that the repairer is competent and trustworthy. RACQ typically certifies independent repairers, and not members of the larger chains (although it has done so in the past).
- 2.6 However, certification under the RACQ Approved Repairer scheme is not sufficient on its own to provide equivalence with larger chains. The ability to have warranty repairs carried out at other repairers is highly valuable. It is anticipated that if the Proposed Conduct is authorised, being able to provide reciprocal warranty repairs will significantly increase the competitiveness of smaller Approved Repairers against larger chains. This will in turn lead to increased consumer choice and welfare, as well as financial benefits to individual Approved Repairers through increased business.

3 Proposed conduct

Proposed new RACQ Approved Repairer terms

- 3.1 It is proposed to introduce a new benefit for RACQ Members who have repairs carried out by RACQ Approved Repairers.
- 3.2 The RACQ Approved Repairer will be required by the terms of a proposed new Appointment Agreement to provide an express warranty that all mechanical work carried out to complete the repair job on an RACQ Member's vehicle is free from any defect in workmanship for six months from the completion of repair or 10,000km, whichever occurs first.
- 3.3 Where a defect arises that is covered by that express warranty, then the RACQ Member may, as a benefit of their RACQ membership, take the vehicle to another RACQ Approved Repairer who provides the same vehicle repair services as the original RACQ Approved Repairer and have the warranty repair undertaken there at no charge to the RACQ Member. It is anticipated that in most cases the consumer will only use a different repairer from the original repairer where it is impractical to return to the original repairer (e.g. because the vehicle is unsafe to drive and is located outside the towing distance from the original RACQ Approved Repairer that is covered under the RACQ Member's RACQ Membership), but ultimately the customer may simply choose to use a different repairer. The costs of those warranty repairs are charged back to the original RACQ Approved Repairer on the terms set out in the Appointment Agreement.
- 3.4 Each RACQ Approved Repairer will agree bilaterally and individually with RACQ the terms on which it will:
 - (a) undertake and charge for warranty repairs (where it is the RACQ Approved Repairer undertaking warranty repairs under another repairer's warranty); and
 - (b) pay for warranty repairs (where warranty repairs are undertaken on its behalf by another RACQ Approved Repairer).

- 3.5 Apart from agreeing to undertake warranty repairs at a particular hourly labour charge, each RACQ Approved Repairer will agree to notify the original repairer of the work proposed to be done, an estimate of the hours involved and parts required, and agree between them the final contract price to be charged back to the original repairer for the warranty repairs. However, where the repair is estimated to cost less than \$500 (including GST), work may proceed without notifying the original repairer first.
- 3.6 The Appointment Agreement will provide for a dispute resolution mechanism where disputes arise between RACQ Approved Repairers about warranty repairs.
- 3.7 RACQ is concerned that this could arguably give rise to contraventions of the CCA.

Potential third line force

- 3.8 The Proposed Conduct may give rise to three possible breaches of section 47(7) of the CCA.
- 3.9 First, the proposed express warranty will only be provided to RACQ members. That is, an RACQ Approved Repairer may carry out repairs for a non-RACQ member and provide no express warranty, or an express warranty on different terms (for example, for a shorter period). If the non-RACQ member customer requested a warranty equivalent to the proposed express warranty to be given to RACQ members, and the repairer refused to give it for the reason that the customer had not acquired an RACQ membership, then this would arguably contravene section 47(7) of the CCA.
- 3.10 Second, it is proposed that the benefit of reciprocal repairs would only be available to RACQ Members. It is possible that a person who is not an RACQ Member but acquires repair services from an RACQ Approved Repairer might later approach another RACQ Approved Repairer to undertake any necessary warranty repairs. If the second RACQ Approved Repairer refused to undertake those warranty repairs at no charge to the customer for the reason that the customer had not acquired RACQ membership from RACQ, this would arguably contravene section 47(7) of the CCA.
- 3.11 Third, it is possible that a person who has acquired repair services from a business who is not an RACQ Approved Repairer might approach an RACQ Approved Repairer and ask them to undertake warranty repairs at no charge to the customer on the same basis as it would if the customer were an RACQ Member and had acquired the original repair services from another RACQ Approved Repairer. While that might be unlikely to occur, if it did, and the request was refused, this would arguably contravene section 47(7) of the CCA. The RACQ Approved Repairer would be refusing to provide warranty repair services at a certain price or discount (free to the customer) for the reason that the customer had not acquired the earlier repair from an RACQ Approved Repairer and RACQ membership from RACQ.

Possible cartel provision to fix price

- 3.12 It is proposed that in charging the costs of warranty repairs back to the original RACQ Approved Repairer, the labour charges should be at an agreed hourly rate. While there are arguments to the contrary, there is scope for considering that RACQ agreeing this fixed labour charge bilaterally with individual RACQ Approved Repairers would (through a hub and spoke understanding) be making or giving effect to a cartel provision with the purpose, effect or likely effect of fixing a price for services in contravention of the CCA.

Need for authorisation

- 3.13 While the factual circumstances may be unlikely to arise that would lead to a refusal that contravenes section 47(7), and while there may be questions as to whether there is an agreement between competitors, and whether in this context RACQ Approved Repairers are

competitors, the fact that these are *per se* contraventions of the CCA, and the fact that criminal sanctions now apply for cartel conduct, and the fact that RACQ cannot otherwise practicably obtain immunity for knowing involvement or procurement of the third line forcing conduct, means that the parties require certainty that their conduct does not contravene the CCA.

Rationale for the proposed conduct

- 3.14 The benefit will make RACQ Membership more attractive by giving RACQ Members increased confidence in acquiring vehicle repair services from RACQ Approved Repairers. As many RACQ Approved Repairers are small businesses, RACQ Members may be concerned that an express warranty for the repairs would be of limited utility if they need or expect to take the vehicle more than towing distance from the original repairer. For example, someone planning a driving holiday might be concerned about acquiring warranty repairs from a local RACQ Approved Repairer in case warranty repairs were required while they were travelling. That RACQ Member might instead opt to have their vehicle repaired by a large chain or franchise repairer (who may have a similar reciprocal warranty service that can be accessed throughout the State).
- 3.15 To give RACQ Approved Repairers the confidence to participate in this program and provide this valuable benefit to RACQ Members, it is necessary to overcome any concern that they might be signing a blank cheque to pay whatever the other repairer chooses to charge for the warranty repairs. It is not appropriate for the proper conduct of the program for the original RACQ Approved Repairer to be able to refuse to pay for the warranty repairs, so leaving it to negotiation and agreement at the time will not suffice. Any overall limitation agreed by all RACQ Approved Repairers on what a warranty repairer can charge an original repairer may be considered to fix or maintain price. Therefore, it is proposed to give all repairers confidence and certainty by setting an agreed labour rate that they will charge each other for warranty repairs. Without this certainty and confidence, it is unlikely RACQ could convince all RACQ Approved Repairers to agree to the proposed new Appointment Agreement including these new warranty repair arrangements.

Alternatives considered

- 3.16 It would be possible to have the RACQ Approved Repairers promise not to refuse to provide a similar benefit to other customers. There would remain the risk that a member of the RACQ Approved Repairer's staff might nevertheless refuse to provide that benefit on request, which would be enough for a contravention to occur. It is also impractical to require an RACQ Approved Repairer to agree to provide warranty repair services to other customers outside of the program as it will have no mechanism for charging the original repairer to recover the costs of those repairs.
- 3.17 As discussed above, proceeding without requiring some certainty or cap on the labour charge that could be charged back to the original repairer was also considered. However, this is considered to be essential to ensuring that the scheme can be implemented across the entire RACQ Approved Repairer network. If only some RACQ Approved Repairers are prepared to provide this benefit without that price certainty, then the program becomes unworkable as it will be too complex to explain to customers which RACQ Approved Repairers will and will not honour their warranty.
- 3.18 Finally, it was also considered whether the exclusive dealing conduct should be notified to the ACCC rather than be the subject of an application for authorisation. Because the exclusive dealing would be constituted by a refusal of an RACQ Approved Repairer to:
 - (a) provide to a non-RACQ member an equivalent express warranty involving reciprocal repairs;

- (b) provide warranty repair services at no charge to RACQ Members whose original repairs were not performed by another RACQ Approved Repairer; or
- (c) provide repair services at all or at a particular price to non-RACQ Members,

the party who must lodge the notification is each individual RACQ Approved Repairer, not RACQ. RACQ cannot itself lodge notifications for this conduct, even if it were potentially liable for being knowingly involved in it or having procured or induced it. It was considered impractical and inappropriate to have several hundred RACQ Approved Repairers lodging exclusive dealing notifications in identical terms, and lodging a fresh notification every time a new RACQ Approved Repairer is appointed.

Authorisation sought

4 Conduct and scope

Conduct to be authorised

- 4.1 RACQ seeks authorisation under **section 88(1A)** of the CCA for it and each RACQ Approved Repairer to enter into and to give effect to a contract, arrangement or understanding that fixes, controls or maintains the labour charge that each RACQ Approved Repairer will charge other RACQ Approved Repairers for repair work done to honour a warranty given by the original RACQ Approved Repairer to an RACQ Member.
- 4.2 RACQ also seeks authorisation under **section 88(8)** of the CCA for RACQ Approved Repairers to:
 - (a) refuse to provide to non-RACQ members the express warranty involving reciprocal repairs;
 - (b) refuse to provide warranty repair services at no charge to the customer to non-RACQ Members; and
 - (c) refuse to provide warranty repair services at no charge to RACQ Members whose original repairs were not performed by another RACQ Approved Repairer.

Parties to be covered

- 4.3 The authorisations should be expressed to apply to RACQ and anyone who may be an RACQ Approved Repairer now or in the future during the term of the authorisation, whether known or identifiable at the date of authorisation or not.

Duration of authorisation

- 4.4 RACQ seeks authorisation for an effective period of five years from the date of authorisation.
- 4.5 It is submitted that a shorter duration would not be warranted. It is not expected that the competitive dynamics in the relevant markets for vehicle repair services will change dramatically in the near future. There is unlikely to be any risk that changes to the level of competition in these markets will occur in the short to medium term that could give rise to a concern that the weight given to the expected public benefits and detriments would be substantially altered during that period.

5 The test for authorisation

The statutory test

- 5.1 Sections 90(5A) and 90(5B) of the CCA require that, before the ACCC authorises a provision of a proposed contract, arrangement or understanding that is or may be a cartel provision, it must be satisfied in all the circumstances that:
- (a) the provision, in the case of section 90(5A) would result, or be likely to result, or in the case of section 90(5B) has resulted or is likely to result, in a benefit to the public; and
 - (b) that benefit, in the case of section 90(5A) would outweigh the detriment to the public constituted by any lessening of competition that would result, or be likely to result, if the proposed contract or arrangement were made or given effect to, or in the case of section 90(5B) outweighs or would outweigh the detriment to the public constituted by any lessening of competition that has resulted or is likely to result from giving effect to the provision.
- 5.2 Section 90(8) sets out the test that must be applied by the ACCC when considering whether to grant authorisation for conduct to which subsection 46(6) or (7) applies. The ACCC must be satisfied in all the circumstances that the proposed conduct would result, or be likely to result, in such a benefit to the public that the proposed conduct should be allowed to take place.
- 5.3 The term 'public benefit' is not defined in the CCA. The ACCC and the Australian Competition Tribunal (**Tribunal**) have consistently stated that the term 'public benefit' should be given its widest possible meaning.¹ More specifically, the Tribunal has found that this extends to:
- '...anything of value to the community generally, any contribution to the aims pursued by society including as one of its principle elements... the achievement of economic goals of efficiency and progress.'*²
- 5.4 The term 'public detriment' is not defined in the CCA. The Tribunal has given the concept of public detriment a wide ambit, including:
- '...any impairment to the community generally, any harm or damage to the aims pursued by the society including as one of its principal elements the achievement of the goal of economic efficiency.'*³

The counterfactual

- 5.5 In weighing the public benefits and detriments, the ACCC must apply the 'future with and without' test. That is, the ACCC must compare the likely future if authorisation were granted (the factual) with the likely future where authorisation is not granted (the counterfactual).⁴
- 5.6 The most likely counterfactual if both authorisations are not granted is that RACQ will not proceed with the Proposed Conduct.

¹ *Macadamia Processing Company and Suncoast Gold Pty Ltd* (1991) ATPR (Com) 50-109 at 56,101; *Dauids Limited* (1996) ATPR 50-224 at 56,458; *Du Pont (Australia) Ltd and Ors* (1996) ATPR (Com) 50-231 at 56,529.

² *Re Queensland Cooperative Milling Association Ltd* (1976) ATPR 40-012 at 17,242.

³ *Re 7-Eleven Stores Pty Ltd* (1994) ATPR 41-357 at 42, 683.

⁴ *Australian Performing Rights Association* (1999) ATPR 41-701 at 42,936 and *Re Media Council of Australia (No. 2)* (1987), ATPR 40-774 at 48,419.

Relevant markets

- 5.7 The Proposed Conduct needs to be assessed in the context of a relevant market.
- 5.8 In the product dimension, there are a number of different automotive repair services which may or may not be substitutable for each other. Many RACQ Approved Repairers provide general automotive repair services. However, there are other RACQ Approved Repairers who provide specialist repair services, for example, automatic transmission repair, air-conditioning repair, or fuel injection repair. While general repair service providers may be substitutable for some of these specialist repair services, it is likely that one specialist repair service is not readily substitutable for another (either at the demand side – a customer who has a faulty transmission will not take it to an air-conditioning repairer, nor on the supply side – a business that is set up to provide specialist repairs to automatic transmissions is unlikely to readily adapt its premises, plant and staff to provide air-conditioning repairs instead).
- 5.9 While there are certainly a number of repair businesses that have branches throughout Queensland and throughout Australia, including through franchises or dealership arrangements, by their nature, repair services are essentially local. While some large customers may contract on a regional or national basis to have their fleet of vehicles repaired by a large chain, the vast majority of customers would only have one or two vehicles and would make decisions on where to have them repaired based on convenience to where those vehicles are used or garaged.
- 5.10 It is therefore submitted that there would be multiple local markets for the provision of each kind of specialist vehicle repair service, in which generalist repairers and large chain repairers and vehicle manufacturers compete against local specialist repairers. Importantly, RACQ notes that the local markets would be for repairs in the ordinary course of vehicular maintenance. The RACQ Approved Repairer scheme is separate from the insurance-based 'selected repairer' and approved accident towing provider arrangements.
- 5.11 However, RACQ considers that the Proposed Conduct will have little or no detrimental effect on competition, and therefore submits respectfully that the ACCC need not form a final view on the definition of markets and whether they are local, regional, state-wide or national.
- 5.12 Irrespective of ultimate market definition (and size), RACQ notes that the Proposed Conduct is unlikely to involve significant amounts of work as a proportion of the overall market. The Proposed Conduct only relates to warranty repairs where the original repairer is not conducting the warranty repair. RACQ obviously does not yet have figures on the rate of take up for the Proposed Conduct, but it is expected to be a very small proportion of the total work actually carried out by the Approved Repairers. That is, the work involved will comprise a small subset of the work carried out by a small proportion of market participants.
- 5.13 The value of the scheme is in the 'safety net' for customers, and the benefit for Approved Repairers to compete with state-wide chains, and this value comes from the convenience and value of those limited circumstances where it is used, rather than from an increased volume of work.

6 Significant public benefits

- 6.1 The Proposed Conduct is likely to result in benefits for all consumers of vehicle repair services, including RACQ Members.
- 6.2 Each of the anticipated public benefits is discussed in detail below.

Increase in competition in relevant automotive repair markets

- 6.3 Large chains and franchises with multiple locations are already able to offer customers piece of mind that any warranty repairs can be conducted at any of their stores. For customers who expect to travel or who regularly have their vehicle away from where it is usually serviced, this will be an important element of a repair service offering.
- 6.4 Small vehicle repair businesses cannot easily match that offering and must therefore compete on other aspects such as price and service levels.
- 6.5 The proposed RACQ Approved Repairer warranty arrangements will allow RACQ Approved Repairers to offer an express warranty against defects in the workmanship of their repair services that could be honoured at hundreds of businesses throughout Queensland.
- 6.6 This will make the offering of RACQ Approved Repairers more competitive against large repairers with multiple locations. RACQ Members will have more confidence in acquiring repair services from RACQ Approved Repairers.
- 6.7 RACQ Approved Repairers will also place more competitive pressure on other non-aligned local repairers. This pressure could lead to increased price competition and improved service quality from those non-aligned repairers in order to remain competitive in local markets against an RACQ Approved Repairer. It may also encourage those non-aligned repairers to seek to be appointed as RACQ Approved Repairers themselves – which could involve them having to increase the level of qualifications, training or service they currently provide. That would also further expand the reach of the RACQ Approved Repairer network, which would further increase some of the other public benefits discussed below.

Increase in social welfare

- 6.8 By making warranty repairs available in distant locations, RACQ Members who break down because of a defect in earlier repairs will be able to have their vehicle repaired within the RACQ Approved Repairer Network. This will mean that people who break down far from their homes or worksites will be able to seek repair services locally and quickly at no cost to them. This will lead to an overall increase in social welfare because vehicle owners will not have to be concerned about their safety and wellbeing if they were to suffer a vehicle breakdown because of poor workmanship in an earlier repair.
- 6.9 Importantly, by making RACQ Membership more attractive through the inclusion of this benefit, non-members will have a greater incentive to become RACQ Members. This will lead to an overall increase in social welfare because it will increase the number of motorists who are covered by roadside assistance services. This will ensure that more breakdowns are dealt with promptly, increasing road safety for the community as a whole.
- 6.10 An increased membership base will also increase RACQ's ability to conduct its other activities, by expanding its influence and its revenue base. RACQ conducts an important role for the whole community by advocating on motoring and road safety issues, conducting road safety education campaigns such as RACQ's Learn2Go program for learner drivers, driver safety awareness workshops and other driver education programs.
- 6.11 Finally, an increased membership base would also compound the other public benefits set out in this document.

Increase in consumer choice and confidence

- 6.12 By providing an innovative and new benefit to the offering of RACQ Approved Repairers, consumer welfare will be enhanced through increased choice of provider and product and increased confidence in the services of RACQ Approved Repairers.
- 6.13 In addition, increasing the RACQ membership base will also mean that more motorists are able to avail themselves of the mandatory dispute resolution procedures required of RACQ Approved Repairers. Where an RACQ Member disputes any aspect of the service provided by an RACQ Approved Repairer, RACQ mediates the dispute (and draws on its own independent mechanical experts to investigate issues). This gives RACQ members with little mechanical knowledge greater confidence as to the resolution of their concerns and dispute. This will further improve consumer confidence and transparency in the motor repair industry.

Improved efficiency in automotive repair service delivery

- 6.14 Allowing for another repairer to conduct repairs to correct defects under a warranty will lead to improvements in allocative efficiency in the delivery of vehicle repair services. Currently, a customer whose vehicle breaks down while distant from the original repairer, might face a choice between paying a local repairer to undertake fresh repairs or, depending on the proportion of transport/towing costs to the cost of the repair required, the customer might have the vehicle towed or transported a significant distance to have the vehicle repaired under the original warranty. Either scenario gives rise to inefficiencies and waste of resources.
- 6.15 Under the proposed RACQ Approved Repairer warranty arrangements, distant warranty repairs will be conducted locally and charged back to the original repairer. The consumer is not further out-of-pocket, the original repairer bears the consequence of its faulty workmanship and fulfils the promises in its express warranty, and the warranty repairer charges an agreed labour rate to the original repairer for the work performed.

Transaction costs savings and efficiencies

- 6.16 By having all RACQ Approved Repairers agree (bilaterally) to the RACQ Approved Repairer warranty arrangements, there will be substantial costs savings and efficiencies compared to the RACQ Approved Repairers seeking to agree between themselves each time what the terms would be for any warranty repair conducted. Having to negotiate those terms separately with every RACQ Approved Repairer who conducts repairs on your behalf will be time consuming, costly and inefficient, and lead to inconsistent outcomes.

7 Minimal (if any) detriment

- 7.1 Third line forcing conduct can be detrimental where it reduces consumer choice and freedom, increases costs, rewards inefficiency, or stifles innovation.
- 7.2 Price fixing can clearly be detrimental where it reduces price competition.
- 7.3 Despite these often serious consequences of this conduct, no such detriment is likely to arise in this context.

Limited scope of conduct

- 7.4 The third line forcing being authorised is a potential refusal to supply a benefit that will only occur if an ineligible customer insists on being extended that benefit and the supplier refuses. The likelihood of that occurring is expected to be quite low without authorisation. Nevertheless, it cannot be completely excluded and the parties therefore seek protection if it does occur.

- 7.5 The conduct would occur in such a narrow set of circumstances that it is difficult to see how any substantial detriment would flow from it, compared to the public benefits that would flow from granting authorisation and allowing the RACQ Approved Repairer warranty arrangements to be implemented.

No likely impact on price of repairs generally

- 7.6 Similarly, while the RACQ Approved Repairer warranty arrangements involve fixing a price for the hourly labour charge that will be charged back to the original repairer, this is an agreement about a single price for a particular service only. No other pricing of RACQ Approved Repairers' services, particularly any service provided to their customers is being fixed or agreed. Because the price in question is being charged back to the original repairer in circumstances where the RACQ Member is choosing which RACQ Approved Repairer should conduct the repairs, the party paying the price has no choice of supplier. It is artificial therefore to argue that fixing this price component reduces competition or competitive tension. In the absence of the fixed price, the original repairer would not be comparing prices between a variety of competitors in order to obtain the best price. The customer, who has an expectation of obtaining the services without charge because they are warranty repairs, would equally not be interested in shopping around for the best price back to the original repairer. On that basis, this particular price fixing bears none of the hallmarks of cartel behaviour or collusion and therefore none of the detriments to competition that flow from such conduct.
- 7.7 RACQ submits that setting a price for reciprocal warranty repairs will not affect the price of repair services generally. This is because the volume of work is expected to be too small, and the markets are too competitive.
- 7.8 As stated above, it is expected that the Proposed Conduct will make up only a small portion of the overall work carried out by the RACQ Approved Repairers. It is the state of competition in the market from chain-based mechanics and independent mechanics that will be the main driver of pricing decisions, because it is the 'business as usual' work that will continue to make up the vast majority of work carried out by Approved Repairers. It would not be rational for RACQ Approved Repairers to set their prices for their 'business as usual' work to align with the common price required for the warranty repair services, if those prices did not accord with what was required to be competitive in the market generally.
- 7.9 This may work in both ways. For instance, it may be in highly competitive markets that the price for 'business as usual' repair work is lower than the price set for the reciprocal warranty repairs. However, RACQ anticipates that in some regions, the agreed reciprocal repair price will in fact be lower than the usual rates. This is particularly the case in communities proximate to large mining projects, where isolation and demand for scarce labour resources mean that the usual rates are much higher. In any event, it is the local market conditions that will drive the price for volume work in those markets.
- 7.10 Further, the number of RACQ Approved Repairers is insufficient to enable them to set default pricing in the market: the large chains are too great a competitive force to enable approved repairers to artificially maintain pricing to align with the price for reciprocal warranty repairs if that price is above the competitive level.

No impact on insurance-related selected repairer schemes

- 7.11 RACQ stresses that the Proposed Conduct would not affect the market for provision of accident repair and towing services to insurance companies (who run their own repairer arrangements). The RACQ Approved Repairers scheme generally, and the Proposed Conduct in particular, relate to the separate issue of scheduled servicing and break downs.

- 7.12 An RACQ Approved Repairer must separately seek appointment to insurance-based selected repairer or approved accident towing panels.
- 7.13 These minimal detriments are far outweighed by the public benefits that will flow from granting the authorisations.

8 Authorisations should be granted

- 8.1 RACQ seeks authorisation:
- (a) to enter into and to give effect to a contract, arrangement or understanding that fixes, maintains or controls the price that an RACQ Approved Repairer may charge back to another RACQ Approved Repairer for the labour component of any warranty repair work performed on that other RACQ Approved Repairer's behalf; and
 - (b) for RACQ Approved Repairers to refuse to:
 - (i) provide to non-RACQ members the express warranty involving reciprocal repairs;
 - (ii) provide warranty repair services at no charge to the customer to non-RACQ Members; and
 - (iii) provide warranty repair services at no charge to RACQ Members whose original repairs were not performed by another RACQ Approved Repairer.
- 8.2 The authorisations are to cover RACQ and any person who is or becomes an RACQ Approved Repairer during the period the authorisation is in force.
- 8.3 Authorisation is sought for 5 years.
- 8.4 The Proposed Conduct is likely to result in substantial public benefits and will have minimal (if any) public detriment.
- 8.5 The authorisations should therefore be granted.

Dated: 20 February 2013

Annexure

RACQ Approved Repairers

Approved repairers

Region	Trading Name
Gold Coast	A1 Mobile Mechanics
Brisbane South	A1 Roadworthy
Tropical Queensland	AAA Auto Electrics & Air Conditioning
Brisbane North	ABC Locksmiths
Brisbane South	ACCESS Auto Electrics & Air Conditioning Pty Ltd
Brisbane South	Action Transmissions Pty Ltd
Gold Coast	Aerodrome Road Auto Electrics
Gold Coast	All Car Engine Reconditioning
Darling Downs	All Point Auto Repair Centre
Brisbane South	Alpine Mechanical Service Pty. Ltd.
Brisbane North	Andrews High Tech Automotive
Tropical Queensland	Apex Automatic Transmissions Pty Ltd
Sunshine Coast & Wide Bay	Archies Motors
Brisbane Region	Ashgrove Car Care
Brisbane South	Athena Automatics Pty Ltd
Gold Coast	Aussie Automotive Services - Pine Rivers
Brisbane South	Auto Transtech
Brisbane North	Auto Stop Pty Ltd
Brisbane South	Autoace Automotive
Sunshine Coast & Wide Bay	Automotive On Anzac
Brisbane South	Autopro Car Care
Sunshine Coast & Wide Bay	B & K Motors
Gold Coast	B.A.M. Garage
Brisbane South	B.P. Latrobe
Brisbane South	Bald Hills Mechanical Repairs
Brisbane North	Bashi's Auto Electrics
Brisbane South	Bayside Automatic Transmission Service Pty Ltd
Brisbane South	Bayswater Rd Radiators
Brisbane North	Beerwah Exhaust Brakes & Radiators Centre
Gold Coast	Bellbowrie Mechanical

Region	Trading Name
Brisbane North	Better Performance Car Care
Brisbane South	Bob Parks Muffler City
Brisbane South	Boonah Automatics & Mechanical Repairs
Brisbane South	BP Robinson Road
Tropical Queensland	BP The Gap
Brisbane North	Brian's Auto Centre
Brisbane South	Brisbane Autolife Service Centre
Tropical Queensland	Brumac Motors
Brisbane South	Bryants Road Mechanical
Central Queensland	Buderim Mechanical
Brisbane North	Bundaberg Exhaust Centre
Brisbane South	Bundaberg Tyrepower
Brisbane North	Bundall Auto & Marine Electrics Pty Ltd
Brisbane North	Bundy Windscreens
Brisbane North	Burdekin Motors
Gold Coast	Burleigh Heads Auto Electrical Services Pty Ltd
Gold Coast	Burmack
Tropical Queensland	Cam Duffy Autos
Gold Coast	Cam Duffy Autos
Brisbane South	Canelanders Auto Service Centre
Sunshine Coast & Wide Bay	Carfixers Qld
Brisbane South	Caruana Mobile Auto Electrical & Air Conditioning
Tropical Queensland	Century Locksmiths
Brisbane South	Chermside Auto Electrical Service Pty Ltd
Brisbane South	City Vehicle Services
Tropical Queensland	CK Motors
Brisbane South	Cliff Parker Mechanical
Brisbane North	Coastbay Auto Service Centre
Gold Coast	Col Robinson & Co Pty Ltd
Brisbane South	Complete Auto Repairs
Sunshine Coast & Wide Bay	Connolly Motors
Brisbane North	cooroy service centre
Brisbane North	Coughrans Auto Centre
Brisbane South	Crowhurst Motors
Brisbane North	Crows Nest Service Centre Pty Ltd

Region	Trading Name
Brisbane South	CS Motors
Tropical Queensland	Currumbin Radiators
Brisbane South	Daddows Noosa Motors Pty Ltd
Brisbane North	Dean's Automatic Transmissions
Sunshine Coast & Wide Bay	Denis Wilkins Auto Repairs
Sunshine Coast & Wide Bay	Di Sipio Auto Electrical Services Pty Ltd
Sunshine Coast & Wide Bay	Dibble Locksmiths
Tropical Queensland	Diesel Australia Pty Ltd
Gold Coast	Diesel Center Gold Coast
Central Queensland	Diesel Specialists Pty Ltd
Brisbane South	Diff Lapping & Repairs Pty Ltd
Brisbane North	Eastcoast Locksmiths
Sunshine Coast & Wide Bay	Enterprise Street Exhaust And Radiator Centre
Darling Downs	Envirocool Pty Ltd
Brisbane South	ER Mechanical Maintenance Services
Sunshine Coast & Wide Bay	Evolution Automotive Services
Brisbane North	Favero Motors
Brisbane South	FNQ Auto Air
Sunshine Coast & Wide Bay	FNQ Auto Air
Tropical Queensland	Formula Automotive
Brisbane North	Foster's Ace Auto Repairs
Gold Coast	Franklins Workshop Pty Ltd
Gold Coast	Franklins Workshop Pty Ltd
Brisbane South	G & R Auto Electrics Pty Ltd
Brisbane South	Garden City Mechanical And Service Centre
Brisbane South	Gilroys Automatics Pty Ltd
Brisbane North	Glenn's Auto Electrical Service
Brisbane South	Goodyear Autocare - Ingham
Brisbane North	Griffiths Automatic Transmission Service
Sunshine Coast & Wide Bay	Gympie Automatics & Auto Repairs
Brisbane North	H & E Auto Electrics
Gold Coast	Hannam Street Mufflers Pty Ltd
Sunshine Coast & Wide Bay	Hanos Car Care
Brisbane South	Hansens Auto Electrical Pty Ltd
Sunshine Coast & Wide Bay	Hansens Tyre & Mechanical Centre

Region	Trading Name
Tropical Queensland	Hansens Tyre And Mechanical
Brisbane North	HD Mechanical Services
Brisbane North	Hearns Motor Repairs
Brisbane North	Heritage City Locksmith
Brisbane Region	Herring Automotive & Machinery
Gold Coast	Hervey Bay Auto Electrix
Gold Coast	Hervey Bay Service Centre
Brisbane South	Hervey Bay Tyrepower
Brisbane North	Highway Automatic Transmission Services
Tropical Queensland	Hi-Tech Radiators Pty Ltd
Brisbane South	Honeycombes Sales And Service Pty Ltd
Brisbane South	Howard Motor Repairs
Brisbane South	Hunter Automotive
Brisbane North	Ipswich Auto Electrical Pty Ltd
Brisbane North	Ipswich City Mechanical
Brisbane North	Ipswich Lifestyle Centre
Brisbane North	J & J Motors
Brisbane South	JC Engines And Mechanical
Gold Coast	John Dean Autos
Brisbane South	John Taylor Car Airconditioning
Darling Downs	Jonlin Automotive Engineers
Brisbane South	Jose Street Auto Centre
Brisbane North	Kamson Mechanical Services
Brisbane South	Kedron Car Electrics & Air Conditioning Pty Ltd
Brisbane South	Ken Mills Toyota
Sunshine Coast & Wide Bay	Kenilworth Garage
Brisbane North	Kennedy Automatics And Power Steering
Sunshine Coast & Wide Bay	Kilkivan Auto Centre
Brisbane North	Killarney Small Engines
Sunshine Coast & Wide Bay	Kings Beach Service Centre
Brisbane South	Kirra Automatics
Brisbane North	Kooler car air conditioning pty. Ltd.
Brisbane North	Larry's Pitstop Mechanical Repairs
Brisbane North	Lyons Mechanical Pty Ltd
Brisbane North	M & H Oakey

Region	Trading Name
Brisbane North	Mackey Electrical And Mechanical Pty Ltd
Brisbane North	Mainstreme Automotive
Brisbane Region	Major Service Centre
Brisbane North	Malcolm's Automotive Service Centre
Brisbane South	Maleny Service Centre
Brisbane North	Mansfield Motors
Brisbane North	Maranoa Mechanical Pty Ltd
Brisbane South	Marcoola Tyre And Mechanical Pty Ltd
Darling Downs	Mark Dodge Auto Repair
Brisbane North	Mark McCarthy Automotive Pty Ltd
Gold Coast	Maroochy Radiator & Mechanical Service
Country	MAS Automotive
Brisbane Region	MAS Mechanical Pty Ltd
Brisbane Region	Matilda Everton Park
Brisbane South	Mcormack's Auto Service Pty Ltd
Brisbane North	mcKenna mechanical
Brisbane North	Mechanix Plus
Central Queensland	Menzies Auto Service
Gold Coast	Michlin Motors
Brisbane Region	Midtown Tyre & Alignment
Sunshine Coast & Wide Bay	Moorooka Car Electrics Pty Ltd
Gold Coast	Motor Hospital
Brisbane South	Mr Cool Australia
Sunshine Coast & Wide Bay	Mudgeeraba Automotive Services
Gold Coast	Narangba Autos
Brisbane North	Norm Hyatt Locksmith
Central Queensland	Northside Autocar
Gold Coast	Northside Windscreens
Central Queensland	NQ Power Mechanical
Gold Coast	Our Mechanic
Gold Coast	Oxenford Service Centre
Sunshine Coast & Wide Bay	Oz Tune Pty Ltd
Sunshine Coast & Wide Bay	P & M Motors
Central Queensland	P & W Mechanical Repairs
Tropical Queensland	Pacific Radiator Services

Region	Trading Name
Brisbane North	Paul Boland's Auto Electrical
Brisbane North	Pearls Radiator Works & Auto Airconditioning
Gold Coast	Performance Motors
Central Queensland	Peter Allan's Action Auto Group
Brisbane South	Petersen Motor Repair
Gold Coast	Pete's Autocare Pty Ltd
Central Queensland	Pete's Garage
Central Queensland	Piva Service Centre
Brisbane North	Precise Automatics
Brisbane South	Precision Locking
Tropical Queensland	Proserpine Auto Repairs & Towing Service
Brisbane North	Quick Fit Engine Service Pty Ltd
Brisbane South	Quik Speed Brake & Mechanical
Brisbane South	Rainbow Beach Auto Group Pty Ltd
Sunshine Coast & Wide Bay	Red Hill Engine Centre
Brisbane North	Redcliffe Car Electrics
Darling Downs	Redline Efi
Central Queensland	Reefside Auto Electrics & Airconditioning
Central Queensland	Reliable Automatics Automotive
Darling Downs	Ridge Tyre & Mechanical
Darling Downs	Ritchie Auto Electrics Pty Ltd
Central Queensland	Roadside Autocare Pine Rivers
Darling Downs	Rocklea Diesel
Tropical Queensland	Ron Hill Automatics
Darling Downs	RPM Mufflers & Mechanical
Tropical Queensland	Rudds Radiator Service
Tropical Queensland	Russell's Automatic Transmission Specialists (Ashmore)
Tropical Queensland	Russell's Automatic Transmission Specialists Oxenford
Darling Downs	Ryans Radiators & Airconditioning Specialists
Tropical Queensland	SAAB Automotive Services
Darling Downs	SAAB Care
Darling Downs	Samford Garage 24 Hr Breakdown & Towing
Darling Downs	Sandgate Auto Electrics & Air Conditioning
Darling Downs	Selective Motors

Region	Trading Name
Country	Service Plus Autocare
Country	SGESCO-MAX
Tropical Queensland	Signature Tyres And More
Tropical Queensland	Smart Auto Service And Repairs
Tropical Queensland	Southey's Mechanical Repairs
Brisbane North	Southport Radiators
Brisbane North	Southside Cylinder Head Service
Central Queensland	Springhill Car Care
Country	Stafford Auto Air And Electrics Pty Ltd
Country	Stagg Automotive
Central Queensland	Sterling Auto Electrics Pty Ltd
Tropical Queensland	Steve Mac Auto Electrical
Country	Steve Sorensen Mechanical
Country	Storey Auto Electrical
Country	Suncoast Automotive Services
Tropical Queensland	Super Cool & Auto Leaders Southport
Tropical Queensland	Superior Car Care
Tropical Queensland	Tait Auto Group
Brisbane South	Tamborine Mountain Auto Clinic
Central Queensland	Taylor Mechanical Service Roma
Country	Terry Fox Motors Pty Ltd
Brisbane North	Timber City Motors
Tropical Queensland	Tingalpa Radiator Services
Country	Tom Cowles Locksmiths
Country	Tony Motson Suspension And Automotive Services
Darling Downs	Tony's Auto Electrics
Brisbane North	Toowong Car Electrics
	Toowoomba Radiator Service
	Toowoomba Tyrepower
	Totally Automotive
	Town Automatics - Automotive & Marine
	UMR Engines
	Upton's Service Centre
	Valley Car Clinic
	Virginia Auto Electrical

Region	Trading Name
	Vitanza's Tyre & Mechanical
	Warana Auto Electrics
	Wayne Park Auto & Tyres
	Wedmaiers Garage
	Weipa Auto Electrical & Marine
	West End Autos Pty Ltd
	Western suburbs automatics pty. Ltd.
	Western Suburbs Radiator Service Pty Ltd
	Westside Auto Electrical Services
	Whitsunday Tyres
	Wilkies Auto Centre
	Withcott Mechanical
	Woodys Auto Electrics
	Woombye Mechanical Repairs