



THE HON MICHAEL KEENAN MP
Minister for Justice
Minister Assisting the Prime Minister for Counter-Terrorism

MC17-003173

12 MAY 2017

Dear

Thank you for your letter of Monday 27 March 2017 on behalf of the Antique and Historical Collectors Guild of Victoria, Field and Game Australia, the International Practical Shooting Confederation, the Victorian Amateur Pistol Association, the Sporting Shooters Association of Australia (NSW) and the Sporting Shooters Association of Australia (Victoria) regarding the updated National Firearms Agreement. I note you also met with my office to discuss the updated Agreement.

Whilst the regulation of firearms in Australia is primarily the responsibility of state and territory governments, the National Firearms Agreement sets out a national approach that should be followed by all jurisdictions.

Following a recommendation of the Joint Commonwealth-NSW Martin Place Siege Review, the technical elements of the Agreement have been reviewed and updated. It is up to states and territories to implement the updated Agreement, which has been endorsed by the Commonwealth and all state and territory governments.

The objective of the review was to ensure our existing firearms regulations, which have not been substantively reviewed for almost two decades, keep pace with advancements in technology and changes to the firearms market.

The review was not about targeting law-abiding firearm owners, but rather focussed on simplifying the Agreement and ensuring it remains current and relevant today.

In addition to incorporating advice from all Commonwealth, state and territory law enforcement and justice agencies, the review of the Agreement involved consultation with the firearms community (industry and recreational groups), community safety organisations and individuals to produce sensible, practical changes where required.

Specifically, members of the firearms community met on a number of occasions with the national Firearms and Weapons Policy Working Group to discuss a range of issues, beyond just the classification of lever action shotguns. Further, I established the Firearms Industry Reference Group, which also discussed proposed amendments to the National Firearms Agreement beyond lever action shotguns. I have also committed to convening the Group twice yearly to discuss firearm matters more generally.

The changes to the Agreement do not alter any of the fundamental aspects of firearms regulation in Australia. The Agreement continues to strike an appropriate balance between community safety and those with a genuine need to access firearms.

Before addressing your specific concerns, I would also like to reiterate that it remains up to the states and territories to determine how they will regulate firearms in accordance with the updated Agreement. As such, any concerns with the application of the updated Agreement in the states and territories should be raised with the relevant state and territory ministers.

Handguns

There was never an intention for the updated Agreement to place further restrictions on the use of handguns. The term 'other accredited events' was taken from the 2002 National Handgun Agreement and means world championship level matches currently approved by state and territory firearms registries.

However, the language in the Agreement as first released may have resulted in that impression, and hence a minor amendment has been made to avoid that confusion. Paragraph 7 has been amended to refer to paragraph 14(b)(i) (rather than 14(c)). This makes it clear that handguns can be imported, possessed and used for 'other accredited events' so long as they meet the standards in 14(b)(i) – which states and territories already apply.

Collectors

Provisions relating to collectors are taken from the 1996 Agreement, the 2002 National Handgun Agreement as well as other relevant ministerial decisions. As with the updated Agreement as a whole, it remains up to the states and territories to determine how they will regulate collectors in accordance with the updated Agreement.

Clause 11: Compensation

The compensation clause in the 1996 Agreement was necessary as a significant number of firearms were being regulated for the first time and a buyback scheme was therefore considered appropriate at the time. As the updated Agreement only increases the classification of lever action shotguns, a compensation clause was not considered necessary on this occasion. It will be up to the states and territories to make arrangements for those individuals who may no longer be able to possess their lever action shotgun(s).

Clauses 16 and 17: Licence eligibility

The requirement for primary producers to have a genuine need for the particular firearm (paragraph 16(a) of the updated Agreement) is taken from paragraph 3 of the 1996 Agreement. With regards to other occupation requirements in paragraph 17 of the updated Agreement, this reflects the requirements for primary producers.

Category C and D firearms can be used by occupational categories of licence holders who have been licensed for a specified purpose, including additional occupational needs such as vertebrate pest control and other limited purposes as authorised by legislation or Ministerial discretion (see paragraph 6(c) of the updated Agreement).

Clauses 21, 22 and 23: Regulations

The inclusion of firearm dealers, manufacturers and film and/or theatrical armourers recognises that these genuine reasons were not included in the 1996 updated Agreement but are legitimate sectors of the firearms industry.

Clause 26: Categories

The words 'break action' have been removed as they are superfluous when describing rifle/shotgun combinations. Three barrel centrefire combination long arms (drillings) or 4-barrel centrefire combination long arms (vierlings) are Category B firearms under the updated Agreement.

Clause 28: Detachable magazines

Category D firearms in the 1996 Agreement included self-loading rifles or shotguns with either 'an integral or detachable magazine'. By definition, self-loading firearms require a magazine. The reference to the type of magazine was therefore removed as it was seen as superfluous.

Various clauses: Terminology

With regards to the use of 'must', this was chosen as a standard term to remove variations across the 1996 Agreement, the 2002 National Handgun Agreement and other ministerial decisions. The use of the word 'must' does not mean the Agreement as a whole (or any part of it) is legally binding.

Clause 57: Public advertising

The inclusion of the individual's firearm licence number and the serial number by which the firearm is registered is to allow all parties greater transparency in the details of the product being offered for sale and the person(s) making that offer.

I hope that this information is of assistance and thank you again for writing on this matter.

Yours sincerely



Michael Keenan