

RESPONSE TO THE PROPOSED 2017 NATIONAL FIREARMS AGREEMENT

March 2017

Response from:



SSAA NSW



VAPA



IPSC



SSAA Victoria



FGA



AHACGV

SUMMARY

- The federal Minister for Justice Mr. Keenan has given assurances, consistently, that the only changes to the National Firearms Agreement (1996 Agreement) would be those necessary to:
 - enable the re-classification of lever-action shot guns;
 - respond to technological change; and/or
 - consolidate the 1996 Agreement and the 2002 National Handgun Agreement (Consolidated Resolutions) into one document.
- In fact the proposed 2017 National Firearms Agreement (Proposed Agreement) does include additional changes to the 1996 Agreement.
- The Proposed Agreement needs to be amended to reflect the commitment given by Mr. Keenan, by removing provisions which constitute changes to the 1996 Agreement and the 2002 Agreement, other than those set out above.
- During the review of the 1996 Agreement there was no discussion about, or any case advanced, to change the current interpretation and application of the 1996 Agreement as reflected in the legislation, policies and protocols of the states and territories.
- Both recreational and competitive shooters expect that the status quo will be maintained and that the Proposed Agreement will not be used as a pretext to overturn legislation, policies or protocols which have been in place for 15 to 20 years.

1996 AGREEMENT

- During the review of the 1996 Agreement in 2015 and 2016 the only issues around which the Commonwealth Government, which either led or co-ordinated the review of the Agreement, consulted or sought comment was the re-classification of lever-action shotguns and technological change.
- Mr. Keenan on a number of occasions said that the only changes to the 1996 Agreement would be those necessary to enable the re-classification of lever-action shotguns, technological change and to consolidate the 1996 Agreement and the 2002 Agreement into one document.
- The Proposed Agreement does not reflect these statements.
- For example, in the 1996 Agreement the word 'must' is used 15 times and in the 2002 Agreement six times. In the 2017 Agreement it is used 58 times.

Despite assurances that the only changes to the 1996 Agreement would be those related to the re-classification of lever-action shotguns, technological change and the consolidation of the 1996 Agreement and the 2002 Agreement, the proposed changes go much further.

- Details of the proposed changes, other than those enabling the re-classification of lever-action shotguns or technological change, are set out in Schedule 1.
- All of these proposed changes must be deleted.

STATE AND TERRITORY LEGISLATION, POLICIES AND PROTOCOLS

- The interpretations and applications by the states and territories of the 1996 Agreement for 20 years and the 2002 Agreement for 15 years have not constituted a threat or risk to community safety.
- Current regimes with respect to junior licences are essential if Australians are to participate in shooting competitions at an international level and contribute to

knowledge about the use of firearms and therefore their safe use (those licences do not extend to firearm ownership, only use). Provision for junior licences must be made.

- The current regimes for approving clubs, membership of which provides a genuine reason for owning a firearm, make an efficient and effective contribution to ensuring the safe and appropriate use and storage of firearms. They also minimize the administrative burden on farmers and government instrumentalities who call on recreational shooters to assist with game control and pest management.

The modifications of the 1996 Agreement proposed by the Commonwealth Justice Minister and the consolidation of the 1996 Agreement and the 2002 Agreement do not warrant a change to the interpretation and application of those agreements, applied successfully by the states and territories over the last 20 and 15 years respectively.

- Current regimes also recognize Paralympics, World Deaf Games, World Championships, World Police and Fire Games, Military Service disciplines, coaching, preparations for the Asian Games, International Shooting Sport Federation and International Practical Shooting Confederation events and other similarly internationally accredited events. These events need to be retained.
- Also, the current regimes for the importing of handgun parts for sporting shooting purposes are effective and efficient and need to be retained.
- Similarly, the current determinations of calibres of handguns which are permitted for sports shooters must be maintained to enable participation in international shooting events.
- Since Mr. Keenan has said that there will be no changes - other than those associated with the re-classification of lever-action shotguns - and since there has not been any suggestion that the current regimes are ineffective or constitute a threat or risk to public safety, it is expected that the status quo is to be maintained.

COLLECTORS

- Changes which affect collectors are doubly disturbing. Not only are a number of impositions placed on collectors already unnecessary but also requirements placed on collectors, intentionally or otherwise, often have financial implications. The juxtaposition of clauses from the 1996 Agreement and the 2002 Agreement concerning collectors has had the consequence of changing the effect of both Agreements.

Collectors must not have imposed on them requirements which make it necessary for them to ruin or devalue their property.

The 1996 Agreement requires that firearms in a collection which has been manufactured after 1 January 1946 must be rendered inoperable. The Agreement does not define 'inoperable'.

- The 2002 Agreement requires all newly prohibited handguns to be temporarily deactivated. It does not require any handgun to be permanently deactivated.
- The inclusion of both requirements in the 2017 Agreement (Clauses 19 and 37) has the effect of requiring the rendering of all firearms manufactured after the 1st January 1946 permanently inoperable. This outcome is inconsistent with the 2002 Agreement and not supported by the 1996 Agreement.
- The consequence is not only to impose a condition on collectors not contained in the 1996 Agreement or the 2002 Agreement but also to impose a financial cost on affected collectors by requiring them to ruin or devalue their property.
- Clauses 19 and 37 must be revised so that they are consistent with the 1996 Agreement and the 2002 Agreement and so that the word inoperable does not mean permanently inoperable.

SCHEDULE 1

CHANGES TO THE 1996 AGREEMENT

Section 11: Compensation

Section 11 of the 1996 Agreement has been removed. For the first time in Australia's history, people's ability to own a firearm will be changed retrospectively without compensation being paid to licensed firearm owners or licensed firearms dealers. It is the most dangerous of precedents. It will undermine the credibility of the licensing system and herald a return to the reluctance to *opt in* to it, which was seen in 1996 and led to the creation of the current *grey* market.

Compensation must be offered to any individual or business affected by the re-classification of lever-action shotguns.

Clauses 16 and 17: Licence eligibility

Obtaining a licence for an 'occupational' interest has changed from "genuine reason" to "genuine need".

The removal of Category C and D firearms from occupational/professional shooters would restrict professional pest culling operations or make them ineffective.

Clauses 21, 22 and 23: Regulations

These clauses are new and the case for their inclusion has not been made.

Clause 26: Categories

"Break open" firearms are no longer referred to and it appears that three-barrel centrefire *drillings* or 4-barrel centrefire *Vierlings* are not able to be categorised. This situation creates a gap in the formal classification of some firearms.

Clause 28: Detachable Magazines

Category D firearms no longer need to have detachable magazines. It means more firearms could be moved from Category C to the more restrictive Category D without genuine justification.

Clauses 35(a), 37(a), 38(e)iv, 43; 44(a),(b),(c),(c)i,(e),(g): Change to "must"

In the 1996 Agreement the word 'must' is used 15 times and in the 2002 Agreement six times. In the 2017 Agreement the word is used 58 times.

The effect of the change would bring about *corresponding* mandatory change in the state and territory jurisdictions. In most cases the jurisdictions have addressed the risk or intent of the current sections in slightly different ways.

The resultant change includes:

- Clause 43 introduces mandatory 28-day waiting periods for permits to acquire. At the business level it could create severe financial pressure for some firearm dealers.

The economic cost for farmers could be substantial. At present, if a farmer has a firearm cease working, he can go to a licensed firearm dealer, swap it for the same calibre/type of firearm and go back to work. Having to wait 1 month to kill pests such as foxes could be very costly. The cost to competitive shooters in terms of time lost could be critical in their ability to train for, or compete in international events.

Changing words such as 'should' to 'must' would impose unnecessary mandatory obligations on the states and territories, and punitive conditions on shooters.

Every state and territory firearm registry computer system would need upgrading and all firearm transaction processes changed. Dealers are not likely to have adequate safe storage to lawfully hold all firearms transacted for an additional month.

It would undermine progress being made in some jurisdictions to introduce real-time licence verification and permit processing so that the background checks are done as close to the actual time of delivery of the firearm as possible.

- In Clause 44, every “should” has been replaced with “must”. This change will result in all states and territories having to amend and tighten their storage requirements and enforcement regimes. It will lead to cancellation of licences and confiscation of all firearms where it may not be necessary. The flexibility licensing which authorities have to deal with varying situations affecting the storage of firearms would be degraded.
- Clauses 45, 46, 47, 48, and 49 are all new provisions. Clause 45 calls on jurisdictions to consider further requirements for multiple firearms. It has the potential to impact on almost all shooters, most of whom own more than one firearm. The need for further requirements has not been demonstrated.

Clause 57: Public Advertising

57(b) ii is new and requires the firearm licence number of both an individual and a dealer in public advertisements along with a firearms serial number. This latter requirement is new, and unnecessary – and advertises personal information which enhances the risk of identity theft.