Letter of Agreement

between the

New Zealand Pistol Association

and the

New Zealand Police
This Letter of Agreement is made on 20 July 2013.

Between The President of the NZ Pistol Association Incorporated (NZPA)
And The Commissioner of the New Zealand Police (Police)

Introduction

1. The NZPA (also known as Pistol New Zealand) has a Constitution supplemented by regular policy reviews. The NZPA is managed by an Executive (the Council) elected by the membership. In addition it has a national head office in Wellington with a part-time paid Administration Officer.

2. The core business of the NZPA has been the administration of the sport of pistol shooting including setting of standards for pistol shooting disciplines, and the review and maintenance of these standards. It has been, and remains, the role of the NZPA to ensure that safety requirements are adhered to, ranges are to certification standard, and the sport is properly, safely and professionally administered. It also ensures that shooting discipline activities are co-ordinated under the NZPA’s nine sections of pistol shooting and that there is ongoing training and education of pistol shooters in safe firearms practices.

3. The NZPA also provides pistol range inspections for Police approval and investigates shooting accidents on its clubs’ pistol ranges, reporting to Police through the Manager: Licensing and Vetting.

4. Police have a duty and a responsibility to administer and enforce the Arms Act 1983, (the Act), the Arms Regulations 1992 (the Regulations), and other enactments.

5. Police and NZPA (the parties) currently work together and offer advice to each other in accordance with a Memorandum of Understanding dated 13 September 2002 (MOU). In the course of reviewing that MOU, the parties have agreed to enter into this Letter of Agreement (LOA) which will replace the MOU, formalise this relationship and specify the terms and conditions under which this will occur.

Purpose

6. This LOA defines the working relationship between Police and the NZPA in relation to the Act, the Regulations and the Arms Code. The Act, Regulations and Arms Code promote both the safe use and the control of firearms.

7. This LOA serves to recognise the administrative and national standards setting role of the NZPA, the conditions by which the member clubs operate and the responsibilities and conditions for the use and ownership of pistols of the registered club members.

Effect of this Letter of Agreement

8. This LOA confirms that the relationship between the parties is based on a spirit of goodwill and co-operation. The parties will work together to achieve the purpose outlined in paragraphs 6 and 7.

9. Nothing in this LOA is intended to create legal relations between the parties and neither party will be liable for actions of the other.
Schedules to the Letter of Agreement

10 The parties agree that from time to time they will develop agreements or protocols relating to specific procedures and activities involving the parties. These will be attached to this LOA as Schedules and signed by the National Manager, Operations for Police (or delegated person) and the President for NZPA.

11. Schedules may be varied or removed by agreement in writing between the persons authorised to create Schedules in paragraph 10 above.

12. Schedules will be reviewed initially every two years.

Consultation

13. The Manager: Licensing and Vetting of Police and President of the NZPA, or their delegates shall meet four times in each year for the purpose of ensuring adequate co-ordination, co-operation, information sharing and problem solving between the two organisations. The Manager Licensing and Vetting of Police and the President of the NZPA are primarily responsible for ensuring that the intent of this LOA is followed.

14. Should either party contemplate changes to their operational policies or procedures, or desire to implement changes that will impact on areas of mutual concern, both parties will inform each other. Each party will take all reasonable steps to ensure that adequate time is given for the other to provide comment where appropriate.

Communication and Media strategies

15. Both parties will inform each other of relevant communication strategies that either are undertaking, at the initial stage of development, or will take all reasonable steps to ensure that adequate time is given for either to provide comment where appropriate.

16. Where appropriate, opportunities for joint communication campaigns should be taken at national levels.

17. Parties will consult with each other beforehand if either is considering providing information or comment to the media on a matter which comes within the other parties’ responsibility or in which that other party has an interest.

18. Parties will raise any concerns, operational or policy, through appropriate internal channels, rather than raising these through the media.

Sharing of information;

19. Information gathered concerning firearms control and safety may be shared between the parties. The information sharing shall be subject to the provisions of the Official InformationAct 1982 and the Privacy Act 1993.

Issue or Dispute Resolution

20. Both Police and NZPA shall seek to carry out their respective roles effectively, and will liaise on a day to day basis to resolve any local problems.

21. All issues, disputes and differences between the parties in relation to the interpretation or performance of this LOA shall, in the first instance, be attempted to be resolved at the
earliest opportunity, at the local level. Local representatives or managers should attempt resolution.

22. Where issues cannot be resolved at a local level they are to be referred to the Manager Licensing and Vetting of Police and the President of the NZPA or their delegates.

Costs

22. Unless the parties mutually determine otherwise, the cost of meeting the commitments of this agreement shall be met by the party incurring the cost.

Termination

24. Either party may terminate the LOA by three months’ notice in writing, to the other party.

Review and variation

25. The parties will review this LOA every two years.

26. This LOA may be modified by agreement in writing signed by the parties.

Conditions

27. This LOA is subject to any Chief Executive, or Cabinet directives, and any enactment.

28. Where there are changes to Government policy which affect the purpose and functions of this LOA, each party agrees to inform the other of those changes at the earliest possible time thereafter and agrees to meet to re-negotiate if necessary any aspects of this LOA.

Parties’ Representatives

29. The parties’ specified addresses, facsimile numbers and party representatives are:

**The President**
**New Zealand Pistol Association Inc**

Address: PO Box 391  
Hastings 4122  
Telephone: 06-870 7575

**Manager: Licensing and Vetting**
**New Zealand Police**

Address: PO Box 3017  
Wellington  
Telephone: 04 474 9499  
Facsimile: 04 499 1065

This document was signed by the President of Pistol New Zealand, Mrs D Wakker and the NZ Police Commissioner, Mr B R Taylor on the 20th of September 2013
ANNEX A Attachments & Schedules

Schedule 1

RULES FOR THE OPERATION AND CONTROL FOR THE SPORT OF TARGET PISTOL SHOOTING IN NEW ZEALAND
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SPORT OF TARGET PISTOL SHOOTING IN NEW ZEALAND

A Schedule to the Letter of Agreement between NZPA and Police dated xxx.

1. INTERPRETATION

1.1 Definitions

Act means the Arms Act 1983.

"B" Endorsement means an endorsement as set out in Section 29(2) (a) of the Arms Act 1983.

Club means a pistol shooting club that is both recognised by the Commissioner of Police and an affiliated Member Club of the New Zealand Pistol Association.

Commissioner means the Commissioner of Police or a constable of the rank of Inspector or above with authority delegated pursuant to Section 72 of the Act.

Immediate supervision shall be taken to mean that the holder of a licence bearing a B endorsement is paying particular attention to the actions of a shooter and is standing close enough to the shooter so as to be able to immediately recover physical control over the pistol.

LOA means the Letter of Agreement between Police and NZPA dated July 2013 and any Schedules.

Member means an individual shooting member of a club.

NZPA means the New Zealand Pistol Association (also known as Pistol New Zealand PNZ).

Police means the New Zealand Police.

Pistol means a pistol as defined by the Arms Act 1983.

Regulations mean the Arms Regulations 1992.
1.2 The possession and use of pistols is controlled by the Act and the Regulations. It is recognised that only people holding a “B” Endorsement may lawfully possess a pistol for target pistol shooting. They may do so only in their capacity as members of a pistol shooting club recognised by the Commissioner and only on a range approved by the Commissioner for the purpose.

1.3 There is a statutory defence available to persons charged with unlawful possession of a pistol. That defence is that the person at all times had possession of the pistol on the range of an incorporated pistol club recognised by the Commissioner, and, under the immediate supervision of a holder of a firearms licence bearing a “B” Endorsement.

1.4 The Police and the public expect a high level of responsibility from pistol shooters. This responsibility shall be demonstrated by adherence to the law; the club and NZPA constitutions; the club's and the NZPA range and safety rules; the NZPA regulations applying to the particular shooting discipline; and to the LOA.
2. **Relationship between Police and a NZPA affiliated club**

2.1 Where a club has agreed to advise or furnish any report or return to the Police, that advice or report or return may be forwarded to the district Arms Officer for the area in which the club is operated, or to the Manager: Licensing and Vetting, at Police National Headquarters.

2.2 A club will permit entry to the range(s) and clubhouse by any Police employee for the purposes of an inspection of it if that employee is exercising his or her duties in the administration and enforcement of the Act and Regulations.

2.3 A club will permit any Police employee to inspect the range register or the register of attendance on request on reasonable notice. The Police employee will sign the club’s attendance register.

2.4 It is agreed that, as soon as practicable, after the 28th October in any year, the NZPA will notify the Police of the lapsing or cessation of membership, for any reason, of a member within a club holding a “B” endorsement.

2.5 A club may appoint a member for the purposes of liaison with the local Police and the District Arms Officer. The NZPA shall liaise with the Manager: Licensing and Vetting, at Police National Headquarters on all matters affecting its clubs within New Zealand.

2.6 NZPA will require all clubs to annually provide to the Police via their local Arms Officer a list of all current club members. The NZPA will supply to the Manager: Licensing and Vetting a copy of those lists, if requested, to assist in the course of an inquiry. The Arms Officer will notify NZPA and the club of any revoked B Endorsements in a timely fashion.

2.7 The NZPA will investigate and report on all shooting related incidents involving bodily injury to or death of any person by the use of a pistol on any range approved for that club. The NZPA will supply a copy of those reports to the Manager: Licensing and Vetting. Such reports will be on the NZPA form provided. This does not preclude the Police from initiating or carrying out any inquiry of their own.

2.8 **While** the NZPA will investigate and report to the Manager: Licensing and Vetting incidents as detailed in 2.7, this does not absolve any person who causes bodily injury or the death of any person by the use of a firearm, airgun, pistol, military-style semiautomatic firearm or restricted weapon from reporting the incident, as soon as reasonably practicable to the nearest police station or to a member of the police as required by section 58 of the Arms Act 1983.

2.9 Police employees will at all times while on club premises conduct themselves with courtesy and in accordance with club rules and range standing orders. (RSO) Police employees must record and sign their attendance at the club by signing the attendance register. They must also announce their arrival to a club official.
3. **AFFILIATED CLUB MEMBERSHIP**

NZPA will require clubs as a condition of affiliation to manage their membership in accordance with 3.1 to 3.6:

3.1 Visitors or prospective members, may shoot pistols on the club range under the immediate supervision of a member with a "B" Endorsement on no more than three occasions without applying for membership to the club.

This does not apply to members with a "B" endorsement, from other clubs.

3.2 Any club member or prospective club member who is:

(a) refused a firearms licence or a “B” endorsement; or
(b) has their licence or “B” endorsement revoked

is unsuitable to possess or have access to pistols and their membership of the club and access to the range shall be terminated. This includes any visitor who has been either refused a firearms licence or a “B” endorsement or had their licence or “B” endorsement revoked.

3.3 A member may be suspended from their club membership. The suspension must be notified to the NZPA where any legal consideration may be pending but not yet proven, and the member could lose his/her licence as the result of a breach of the Act.

3.4 Subject to 3.5 below, all new club members who shoot or intend to shoot pistols must undergo a six month probationary period. During the six month probationary period all new members must:

(a) apply for a firearms licence, have undergone the statutory course of training and passed the theoretical test required for a firearms licence.
(b) be given a copy of the NZPA Introduction to Pistol Shooting Manual and sit and pass the necessary examination.
(c) learn the safe handling of pistols.
(d) have a working knowledge of club, competition and safety rules.
(e) display competence in club activities.
(f) actively participate in organised club activities a minimum of 12 times.

3.5 Where the new member has previously been both a club member and a “B” Endorsement holder and was a member in good standing at the time that they ceased to hold a B Endorsement and:

(a) the club member last held a “B” Endorsement no more than thirteen (13) months prior to reapplying for a B Endorsement (in the case of a member from one club moving to another) or twenty five (25) months for a member returning to the same club; and
(b) in both cases the club supports the waiver of the six-month probationary period

the club may, by written recommendation, request that the NZPA consider an earlier approval subject to the club being satisfied that the returning member meets all the necessary safety and security requirements and the new member sitting and passing the Basic Safety Training Course.
3.6 **Holding membership in more than one club**

3.6.1 Where a member holds membership in more than one club, that member must appoint one club as his/her primary club (notifying the Secretary of the primary club) and that club shall be responsible for the provision of required returns to NZPA and to Police

3.6.2 Where a member holds membership of a club a long way from their home and consequently attend a closer club for the purposes of maintaining their required 12 attendances, that member must obtain a written acknowledgement of attendance from the Secretary or a Club Range Officer in a form acceptable to the member’s primary club. (example of a Range diary can be found on the NZPA website)

4. **CONTINUATION OF CLUB**

4.1 The Commissioner’s recognition of a club is conditional upon that club

(a) complying with all aspects of the Incorporated Societies Act 1908;
(b) complying with the Act and Regulations;
(c) complying with the Arms Code, and
(d) complying with the conditions set out in the LOA and any Schedules.

A breach of all/or any of these may result in the Commissioner of Police withdrawing recognition of that club.

4.2 Air Pistol only clubs are affiliated to the NZPA but do not require recognition by the Commissioner.
5 PISTOLS

NZPA will require clubs as a condition of affiliation to in turn require their members to use pistols in accordance with 5.1 to 5.11:

5.1 Pistols used for target pistol shooting on a club's range must be of a make and model approved by Police for target pistol shooting and must conform to the specifications laid down for the shooting disciplines or matches for which the club ranges are approved.

5.2 No pistol with a barrel of less than 101 millimetres (4 inches) in length shall be approved for target pistol shooting, unless the pistol is specifically intended for competitive target pistol shooting and the pistol is provided for within the International Rules of the discipline and has been approved for use in New Zealand by Police.

5.3 All pistols must be maintained in a safe condition.

5.4 A pistol may be converted to a different calibre by use of a conversion kit, provided the principles outlined above are complied with.

5.5 Any application by a registered club member for a permit to procure or a permit to import a pistol should be considered and endorsed by the club committee before the application is made to Police. The club will support the application by issuing a form supplied by the NZPA (approved by Police) which will state:
   (a) the applicant is a current member of the club;
   (b) the pistol is approved or is subject to approval by Police in accordance with rule 5.1 of these rules; and
   (c) the club supports and recommends the application.

5.6 Members with a “B” Endorsement may borrow and use other members' pistols only if:
   (a) that member is present; or
   (b) the pistol is under the control of the club armorer and is one of the club guns.

5.7 Pistols belonging to a club may only be used on that club’s range unless the club armorer has charge of the pistols and is present when they are being used on another range. If a club member wishes to borrow and use a pistol belonging to the club on another club’s range, a permit to procure will be required before the member can take possession of the pistol.

5.8 Pistols may be endorsed against more than one person’s firearms licence in appropriate situations. Arrangements must be made with the local Arms Officer.

5.9 No person shall have a loaded gun in a holster unless that person has undergone training and has passed a practical examination in holster proficiency set by the NZPA and is ‘on the line’ and under the direct supervision and control of a range officer or is under the supervision of a loading supervisor in Cowboy Action Shooting events.

5.10 Any holster to be used by members must conform to the specifications set down by the International rules relevant to the match being shot.
6  RANGE OFFICER

NZPA will require clubs as a condition of affiliation to have all pistol shooting on their ranges controlled by Range Officers in accordance 6.1 to 6.3 below:

6.1  In order to act as a range officer a registered club member must have passed a suitable qualifying range officer examination as devised by the NZPA and approved by the Safety & Technical Committee.

6.2  On any occasion when more than two persons are shooting, there must be a designated range officer in charge of every range that is in use.

6.3  Every person entering the range, whether a member or visitor, is to be under the control of the designated range officer and must at all times comply with the range officer’s directions and instructions as to safety and conduct.

7  CONDUCT ON THE RANGE

NZPA will require clubs as a condition of affiliation to in turn require their members to conduct themselves in accordance with 7.1 and 7.2:

7.1  Immediately on entering the club’s range every member and visitor must complete and sign an entry in the range register or attendance book in a manner by which the club is able to identify the person.

7.2  Every pistol club must have and enforce a comprehensive set of range rules, which shall include at least the following:

7.2.1  No person shall refuse to obey the instructions or directions of the range officer or other official conducting or supervising a match or shooting meeting.

7.2.2  No person shall enter or leave a range with a loaded pistol.

7.2.3  No person shall be admitted to the range when the range officer has reasonable grounds for believing the person is under the influence of alcohol or drugs or is in any other way physically or mentally impaired so as to be incapable of safely using a firearm.

7.2.4  No person who is shooting shall consume any alcohol on any range. Alcohol may only be consumed in the clubhouse by a shooter who has finished shooting for the day or by a person who is not shooting. A club is wise to require that there is no alcohol consumed until after all the pistols (and any other firearms present on the range) have been secured and shooting has finished.

8.  APPROVAL OF RANGES

8.1  Ranges mustnot be used for pistol shooting unless approved by the Commissioner. Ranges will be approved only for specified shooting disciplines and calibres.

8.2  All initial range inspections, and the certification of any range as being suitable and safe for the purposes of pistol shooting, will be carried out by the NZPA Range Development Committee.
8.3 The NZPA has internationally qualified range advisers as part of the Range Development Committee who is recognised by Police. These people will continue to train members in the safe design and use of shooting ranges.

9. **CLUB ACTIVITIES - REGULATION 22(1) (b)**

NZPA will require clubs as a condition of affiliation to in turn record member participation in accordance with 9.1 to 9.3:

9.1 For the purposes of regulation 22(1) (b), which requires active participation in club activities on at least 12 days in each year, a “club activity” can be defined as follows:

9.1.1 A club based activity, on a range, which has been advertised and organised for the day.

9.1.2 The “club activity” may be held on any range approved for the purpose of pistol shooting by the Police Commissioner. If the club members are shooting in different localities on the same day, the activity at only one locality shall qualify for the purposes of the regulation. Substantiation of the attendance and participation at another club must be done to the member’s home club satisfaction either by way of a signature from an official at the club the member has visited in the Handbook “Shooter’s Diary of Events” or by the production of an official results report.

9.1.3 Competitive shooters who participate as a club, regional, or national representative at recognised inter-club, national or international matches or competitions, will have their participation in those meetings qualify as a “club activity” for the purpose of the regulation.

9.2 Where a club member is temporarily unable to meet obligations of participation in club activities for a genuine reason such as:

(a) health considerations ; or
(b) approved family circumstances

and it is expected that the person may well return to full club activities, that member may make a written request to their club to temporarily grant a leave of absence of their club membership in accordance with the following process:

(a) Written application is to be made to the member's club outlining the request, the reason for the requested absence and proposed length of absence to be considered.
(b) The club shall respond in writing and provide a copy of the request and the club's response to both NZPA and the Arms Officer responsible for the club.
(c) The approval shall be for no more than 25 months after which time the surrender of the “B” Endorsement and disposal of the firearms is recommended.

A club's approval of a member's request to temporarily suspend their membership is without prejudice to Police's right to consider revoking the person's B endorsement for failing to observe a condition of the endorsement in appropriate cases. The member would be given an opportunity to make submissions to the Police decision maker.

9.3 A year for attendance purposes shall be defined as the NZPA's financial year.
10. CLUB ARMOURERS

10.1 NZPA will require clubs to appoint one or more armourers who will be responsible for the custody of pistols owned by the club. Clubs must advise the Arms Officer of who the Armourers for their club are.

10.2 The armourer may also hold and store pistols—either temporarily or on a long-term basis—on behalf of those members who are lawfully entitled to possess them. All such pistols in the custody of the armourer shall be recorded against his or her own licence.

11. REMOVAL OF PISTOLS FROM NEW ZEALAND / OVERSEAS VISITORS

11.1 NZPA will provide information to visitors from overseas regarding firearms in New Zealand. (see the NZPA website for details)

11.2 Any club member who wishes to take their pistol out of the country for the purpose of overseas competition should, for their own benefit, make arrangements with the Police no less that 21 days in advance.

12. COMMERCIAL ACTIVITIES

12.1 Clubs are restricted to those activities which are defined and provided for under the provisions of the Incorporated Societies Act 1908.