



2012

## Code of Conduct



Director

Precision Shooting Australia

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# CODE OF PRACTICE

## Objectives

This code was established for the information and protection of both the consumer and provider of goods and services delivered by Precision Shooting Australia. Precision Shooting Australia (Raptor Systems Australia Pty Ltd ACN: 109 360 803), is a training and consultancy business aimed at providing safe, innovative, and effective firearms training program in Australia and New Zealand to licenced firearms owners. This code sets out to achieve a clear understanding by all parties (consumer and provider), the following areas;

1. The purpose of this code of conduct.
2. The responsibilities the company has to you.
3. Your rights and obligations as the consumer.
4. Our rights and obligations as the goods and service provider.
5. The internal and external complaints process.

## Definitions

**“ACCC”** is the Australian Competition and Consumer Commission.

**“CCA”** is the Competition and Consumer Act 2010

**“ACL”** is the Australian Consumer Law detailed in Volume 3, Schedule 2 of the CCA 2010.

**“PSA”** Precision Shooting Australia or Raptor Systems Australia Pty Ltd ACN: 109 360 803

**“business days”** are Monday to Friday, except public holidays.

**“complaint”** means an expression of dissatisfaction made to us related to our products or services or to our complaints handling process where a response or resolution is explicitly or implicitly expected.

**“dispute”** means an unresolved complaint.

**“we”, “us” and “our”** is the organisation that has adopted this Code.

**“you” and “your”** is the customer, an individual or business (or someone appointed or authorised to act on your behalf) seeking or holding an insurance policy.

**“the Company”** refers to Raptor Systems Australia Pty Ltd known as Precision Shooting Australia.

## 1. Introduction

- 1.1 We are committed to raising standards of service to our customers. This voluntary Code sets out the minimum standards we will uphold in the services we provide to you.
- 1.2 This code of practice encompasses components of the National Rifle Association of Australia's code of ethics and the Australian Commonwealth Attorney Generals National Firearms Safety code.
- 1.3 Staff and contractors working on behalf of Precision Shooting Australia (PSA) are bound by this code.
- 1.4 This Code operates together with the many laws governing the integrity and conduct of the general firearms training and sporting industries. We are also bound by laws and regulations of Australia, most of which are set out in the Australian Competition and Consumer Act 2010 (CCA) and the Australian Consumer Law (ACL) detailed in Volume 3, Schedule 2 of the CCA 2010.
- 1.5 Where there is any conflict or inconsistency between this Code and any Commonwealth, State or Territory law, that law prevails.
- 1.6 Where this Code imposes an obligation on us in addition to obligations applying under a law, we will also comply with this Code except where doing so would lead to a breach of a law.
- 1.7 The Australian Competition and Consumer Commission (ACCC) is responsible for monitoring our compliance with this Code.
- 1.8 This Code does not provide to you or anyone else any legal entitlement or right of action against us, other than that you may:
  - a) ask us to address a matter;
  - b) report your concerns to the Director of Raptor Systems Australia Pty Ltd; and/or
  - c) access our complaints handling procedures.

## 3. Confidentiality

We are committed to maintaining the highest degree of integrity in all our dealings with potential, current and past clients, both in terms of normal commercial confidentiality, and the protection of all personal information received in the course of providing the business services concerned. We extend the same standards to all our customers, suppliers and associates.

## 4. Ethics

We always conduct our own services honestly and honourably, and expect our clients and suppliers to do the same. Our advice, strategic assistance and the methods imparted through our training, take proper account of ethical considerations, together with the protection and enhancement of the moral position of our clients and suppliers.

## **5. Duty of Care**

Our actions and advice will always conform to relevant law, regulations, bylaws and range standing orders, and we believe that all businesses and organizations, including this consultancy, should avoid causing any adverse effect on the human rights of people in the organizations we deal with, the local and wider environments, and the well-being of society at large.

## **6. Conflict of Interest**

Due to the sensitive nature of our particular consultancy services, we will not provide a service to a direct competitor of a client, and we generally try to avoid any dealings with competitor companies even after the cessation of services to a client.

## **7. Contracts**

Our contract will usually be in the form of a detailed proposal, including aims, activities, costs, timescales and deliverables. The quality of our service and the value of our support provide the only true basis for continuity. We always try to meet our clients' contractual requirements, and particularly for situations where an external funding provider requires more official parameters and controls.

## **8. Fees**

Our fees are always competitive for what we provide, which is high quality, tailored, specialised service. As such we do not generally offer arbitrary discounts; generally a reduction in price is only enabled by reducing the level or extent of services to be delivered. That said, we always try to propose solutions which accommodate our clients' available budgets and timescales. Wherever possible we agree our fees and basis of charges clearly in advance, so that we and our clients can plan reliably for what lies ahead, and how it is to be achieved and financially justified.

## **9. Payment**

For consultancy based operations, our terms are generally net monthly in arrears. For planned training activities involving courses offered on our website, pre payment in full is necessary to ensure stability in course planning, travel, delivery and post course administration. Flexibility can be offered in extenuating circumstances as the client's needs are considered one of the most important facets of this training operation.

## **10. Intellectual Property and Moral Rights**

We retain the moral rights in, and ownership of, all intellectual property that we create unless agreed otherwise in advance with our clients. In return we respect the moral and intellectual copyright vested in our clients' intellectual property.

## 11. Quality Assurance

We maintain the quality of what we do through constant ongoing review with our clients, of all aims, activities, outcomes and the cost-effectiveness of every activity. We encourage regular review meetings and provide regular progress reports.

## 12. Professional Conduct

We conduct all of our activities professionally and with integrity. We take great care to be completely objective in our judgement and any recommendations that we give, so that issues are never influenced by anything other than the best and proper interests of our clients.

## 13. Equality and Discrimination

We always strive to be fair and objective in our advice and actions, and we are never influenced in our decisions, actions or recommendations by issues of gender, race, creed, colour, age or personal disability.

## 14. Complaints Handling Procedures

14.1 The following standards apply to all complaints handling.

- a. Complaints will be addressed and handled in accordance with International and Australian Standard AS ISO 10002 – 2006 Customer Satisfaction – *Guidelines for complaints handling in organisations*.
- b. Complaints can be made;
  - (i) Verbally
  - (ii) by letter
  - (iii) by email or
  - (iv) by fax
- c. We will conduct complaints handling in a fair, transparent and timely manner.
- d. We will make available information about our complaints handling procedures.
- e. The minimum information required when making a complaint is;
  - (i) Your name, address, email and phone number.
  - (ii) Copies of the relevant correspondence or documents relating directly to the complaint.
  - (iii) The nature of the complaint.
  - (iv) What you consider to resolve the complaint.

In the case of a verbal complaint, where you do not want to be identified or to lodge the complaint in writing, we will endeavour to work directly with you to resolve the matter.

f. Complaints will not be progressed if the complaint is judged as vexatious, trivial or without substance, or where it is judged to not warrant further action. You will be advised of this decision in writing.

g. We will only ask for and take into account relevant information when deciding on your complaint.

h. You will have access to information about you that we have relied on in assessing your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, we may decline to release information but we will not do so unreasonably. In these circumstances, we will give you reasons. We will provide our reasons in writing upon request.

i. Where an error or mistake in handling your complaint is identified, we will immediately initiate action to correct it.

### **Internal dispute resolution – Complaints**

14.2 We will respond to complaints within 15 business days provided we have all necessary information and have completed any investigation required.

14.3 In cases where further information, assessment or investigation is required we will agree reasonable alternative time frames. If we cannot agree, we will treat your complaint as a dispute and we will provide information on how you can have your complaint reviewed by a different employee who has appropriate experience, knowledge and authority.

14.4 We will keep you informed of the progress of our response to the complaint.

14.5 When we notify you of our response, we will provide information on how our response can be reviewed by a different employee who has appropriate experience, knowledge and authority.

### **Internal disputes solution – Disputes**

14.6 If you tell us you want our response reviewed, we will:

a) treat it as a dispute;

b) notify you of the name and contact details of the employee assigned to liaise with you in relation to the dispute; and

c) respond to the dispute within 15 business days provided we receive all necessary information and have completed any investigation required.

- 14.7 In cases where further information, assessment or investigation is required we will agree reasonable alternative time frames. If we cannot reach agreement you can report your concerns to the ACCC.
- 14.8 We will keep you informed of the progress of our review of your dispute at least every 10 business days.
- 14.9 We will respond to your dispute in writing giving:
- a) reasons for our decision;
  - b) information about how to access available external dispute resolution schemes; and
  - c) notify you of the time frame within which you must register your dispute with the external dispute resolution scheme.

## External Dispute Resolution

- 14.10 If we are not able to resolve your complaint to your satisfaction within 45 days (including both the complaint and internal dispute resolution process referred in this section of the Code), we will inform you of the reasons for the delay and that you may take the complaint or dispute to our External Dispute resolution scheme even if we are still considering it (and provided the complaint or dispute is within the scheme's Terms of Reference). We will inform you that you have this right and details of our External Dispute Resolution scheme before the end of the 45-day period.
- 14.11 ACCC is available to customers and third parties who fall within the Terms of Reference of ACCC.
- 14.12 External dispute resolution determinations made by ACCC are binding upon us in accordance with the Terms of Reference.
- 14.13 Where ACCC Terms of Reference do not extend to you or your dispute, we will advise you to seek independent legal advice or give you information about other external dispute.

## 15. Code Monitoring and Enforcement

### Reporting an alleged Code breach

- 15.1 Alleged breaches of this Code can be reported to:

The ACCC Info centre on;

**1300 302 502**

Website: [www.accc.gov.au](http://www.accc.gov.au)

## **Our Responsibility**

- 15.2 We will:
- a) have appropriate systems and processes in place to enable ACCC and us to monitor compliance with this Code;
  - b) prepare an annual report to ACCC on our compliance with this Code; and
  - c) have a governance process in place to report on our compliance with the Director.
- 15.3 If we identify a significant breach of this Code we will report it to ACCC within 10 business days.
- 15.4 We will be in breach of this Code if our Employees, our Authorised Representatives, or our Service Providers fail to comply with this Code when acting on our behalf.
- 15.5 We will cooperate with ACCC in it's:
- a) review of our compliance with this Code; and
  - b) investigations of an alleged Code breach.
- 15.6 We will apply corrective measures within set time frames, as agreed with ACCC, in response to a Code breach.

## **ACCC Responsibility**

- 15.7 ACCC will monitor and report on our Code compliance.
- 15.8 ACCC will prepare annual public reports containing aggregate industry data and consolidated analysis on Code compliance.
- 15.9 ACCC, at its own discretion, will determine how or if it proceeds with any action.
- 15.10 ACCC will:
- a) receive allegations about breaches of this Code;
  - b) investigate all alleged breaches;
  - c) provide the opportunity for us to respond to alleged breaches;
  - d) determine whether a breach has occurred;
  - e) agree with us our corrective action and time frames, and monitor completion;

f) determine if corrective measures have been implemented by us within the agreed time frame;  
and

15.11 After any findings, the ACCC will:

a) notify our Director in writing of the detailed findings; and

b) provide an opportunity for us to respond within 15 business days.

15.12 The ACCC will consider any response by us before making a final determination and imposing sanctions.

15.13 The ACCC will notify in writing our Director of its decision and any sanctions to be imposed.

15.14 When determining any sanctions to be imposed, the ACCC will consider:

a) the objectives of this Code;

b) the appropriateness of the sanction;

c) the significance of the breach; and

d) our role in the general firearms training industry.

## **Sanctions**

15.15 The ACCC may impose one or more of the following sanctions:

a) a requirement that particular rectification steps be taken by us within a specified time frame;

b) a requirement that a compliance audit be undertaken;

c) corrective advertising; and/or

d) publication of our non-compliance.

15.16 ACCC decisions are binding on us.

