

Terms and Conditions for COLFO Sentinel Tier Membership

Effective Date: 1 November 2025

These Terms and Conditions ("Terms") govern the provision of the Sentinel Tier membership ("Sentinel Tier") offered by the Council of Licensed Firearms Owners Incorporated ("COLFO", "we", "us" or "our"). The Sentinel Tier is designed to provide eligible members with access to specified legal assistance in relation to the revocation of firearms licences under the Arms Act 1983. It offers short-term support for qualifying events, subject to defined limitations, exclusions and processes.

By applying for, renewing or utilising the Sentinel Tier, you ("Member", "you" or "your") agree to be bound by these Terms, in addition to COLFO's general membership terms (as applicable). These Terms may be updated from time to time, with notice provided via email or on the COLFO website.

1. Overview and Purpose

1.1 The Sentinel Tier provides financial assistance towards legal services for Members whose firearms licence is suspended or revoked for reasons other than criminal convictions, gross misconduct, or automatic disqualification under New Zealand law.

1.2 It is not insurance and does not guarantee a successful outcome.

1.3 Coverage is limited to the benefits outlined in clause 4, with a maximum expenditure cap of NZD \$2,500 per membership year.

1.4 The annual membership fee is NZD \$99 (excluding GST).

2. Definitions

2.1 **Qualifying Event:** The suspension or revocation of a Member's firearms licence (or endorsement) by the issuing authority, where the revocation is not due to criminal conviction, gross misconduct, failure to secure firearms, or automatic disqualification conditions (e.g., a final protection order under the Family Violence Act 2018).

2.2 **Standdown Period:** A four-month period commencing from the date of activation of your Sentinel Tier membership, during which no benefits are payable for a Qualifying Event.

2.3 **Affiliated Legal Provider:** A lawyer or firm approved by COLFO to deliver services under the Sentinel Tier.

2.4 **Intake Form:** The online form submitted by the Member to initiate a claim, containing details of the Qualifying Event and supporting documents.

3. Eligibility and Membership

3.1 You must be a current COLFO member holding a Sentinel Tier Membership and be in good standing.

3.2 You must hold a valid firearms licence at the time of joining.

3.3 You must not be aware of any impending revocation or investigation that could lead to a Qualifying Event at the time of joining.

3.4 You must not have had more than one other revocation notice during the previous 12 months. Such an event will mean our legal team assesses your claim before the financing is approved.

3.5 Membership is activated upon payment of the annual fee and confirmation via email.

3.6 Membership is for a 12-month term and may be set to renew automatically unless you opt out via the online portal or in writing.

3.7 You may cancel anytime, but fees paid are non-refundable except in cases of proven overpayment or as required by New Zealand consumer law.

4. Benefits

4.1 Upon approval of a claim (per clause 6), the Sentinel Tier provides:

- 4.1.1 An initial 60-minute consultation with an Affiliated Legal Provider to review the case and advise on next steps.
- 4.1.2 Up to one hour of document review by the Affiliated Legal Provider.
- 4.1.3 Funding towards further templated legal services (e.g., drafting a challenge letter), subject to the annual NZD \$2,500 cap and a limit of two unrelated Qualifying Events per membership year.

4.2 Benefits are payable directly to the Affiliated Legal Provider from COLFO.

4.3 COLFO retains discretion to approve the provider and scope of services.

4.4 These limits may be adjusted subject to approval by the COLFO Board or advice from Affiliated Legal Providers without notice.

4.5 If a claim is declined by COLFO or requires investment beyond the initial coverage provided by this membership, you may elect to continue engaging the Affiliated Legal

Provider at your own cost and at a discounted rate negotiated between COLFO and the provider.

5. Standdown Period

5.1 No benefits are available if a Qualifying Event occurs during the four-month Standdown Period immediately following membership activation.

5.2 This period ensures the Sentinel Tier is used for unforeseen events, similar to waiting periods in redundancy cover.

5.3 The Standdown Period does not reset upon renewal, provided your membership remains continuous and fees are paid on time.

6. Claims Process

6.1 To make a claim:

- 6.1.1 Submit the Intake Form via the COLFO website within 5 days of receiving the revocation notice or intention to revoke a New Zealand firearms license.
- 6.1.2 Provide all requested details and upload supporting documents (e.g., revocation notice).
- 6.1.3 COLFO will assess eligibility within 3 business days and notify you of approval or rejection.

6.2 If approved, you will be directed to an Affiliated Legal Provider.

6.3 You must cooperate fully, including providing additional information if requested.

6.4 Failure to comply may result in claim denial.

6.5 Omission or Deceptive Conduct: If you omit relevant information from the claims form or in meetings with your assigned lawyer, or act in a deceptive manner during the claims process, and this conduct leads to your firearms licence revocation being upheld, COLFO reserves the right to seek recovery of any legal fees or costs paid on your behalf in relation to that claim.

6.6 Claims must be submitted before pursuing independent legal action.

6.7 If proceedings advance to trial, COLFO will seek cost recovery from the Police, the Firearms Safety Authority, or other relevant party as applicable.

7. Exclusions

7.1 No benefits are payable if the Qualifying Event arises from:

- 7.1.1 Criminal charges, investigations or convictions.
- 7.1.2 Gross misconduct, malicious behaviour or unsafe storage of firearms.
- 7.1.3 Automatic disqualification under the Arms Act 1983 (e.g., unmanaged health issues, protection orders or access by unfit persons).
- 7.1.4 Self-inflicted or foreseeable events known to you at joining.
- 7.1.5 Events occurring outside New Zealand.
- 7.1.6 Any dispute deemed frivolous or lacking merit by COLFO or the Affiliated Legal Provider.
- 7.1.7 Representation during litigation processes or court appeals. This exclusion clarifies that the Sentinel Tier covers only initial consultations, document reviews, and templated legal services, such as challenge letters. It does not extend to full representation in court or appeals.

7.2 COLFO may terminate benefits if false information is provided.

8. Disputes and Appeals

8.1 COLFO's Affiliated Legal Providers have the final determination on whether a claim will be progressed.

8.2 If your claim is denied, you may appeal this decision in writing to the COLFO Board within 14 days of receiving the denial notice.

8.3 The Board's decision shall be final and binding.

9. Fees and Payment

9.1 The annual fee is NZD \$99 (exclusive of GST), payable in full upon joining or renewal.

9.2 Fees fund administrative costs and the benefits pool.

9.3 Late payments may result in suspension of membership.

9.4 All payments are processed securely via COLFO's nominated provider.

10. Termination

10.1 **By COLFO:** We may terminate your Sentinel Tier immediately for breach of these Terms, non-payment or if continuation poses undue risk.

10.2 **By Member:** Via the member portal online at www.colfo.org.nz ; no refunds for partial years.

10.3 Upon termination, any active claims will be assessed on a pro-rata basis, but no new claims are permitted.

11. General Terms

11.1 **Liability:** COLFO's liability is limited to the benefits outlined. We exclude liability for indirect losses, legal outcomes or firearm licence reinstatement. Services are provided on a "best efforts" basis.

11.2 **Privacy:** Personal information is handled in accordance with the Privacy Act 2020. By joining the Sentinel Tier and submitting the Intake Form, you consent to COLFO sharing anonymised details of your case (without identifying features) for the education and awareness of the licensed firearms community.

11.3 **Governing Law:** These Terms are governed by New Zealand law. Disputes shall be resolved in the courts of New Zealand.

11.4 **Entire Agreement:** These Terms constitute the full agreement between you and COLFO regarding the Sentinel Tier.

For queries, contact COLFO at secretary@colfo.org.nz or via the COLFO website.