



Membership Criteria

In order to become a Registered Master Builder member, applicants are required to meet the following criteria:

1. An applicant **who is an individual** must have either:
 - (a) a minimum of six years building experience, including completion of a carpentry apprenticeship or equivalent tertiary building related qualification (e.g. B.Arch, B.Eng. NZCB, NZCQS, NZCE, NZCD); and have at least three continuous years as a builder in business on their own account, and/or in day to day management of a building business, or
 - (b) a minimum of eight years continuous building experience, comprising at least five years as a building contractor in business on their own account, and/or in day to day management of a building business, whether having completed any formal examinations or not.
2. An applicant, **other than an individual** must satisfy Association's Registration Board that it is currently managed, and has for the past three years been continuously managed by an individual or individuals who meet either of the criteria in Rule 1 above.
 - (a) Where the Registration Board is satisfied that at least one individual managing the applicant under this Rule satisfies the criteria set out in Rule 1, it may approve registration, subject to imposing a condition pursuant to Rule 4 (a) *below*.
 - (b) Where an applicant under this Rule has not been managed by an individual or individuals who meet either of the criteria in Rule 1 for the minimum period specified in this Rule, the Registration Board may nevertheless approve registration in its sole discretion, subject to setting conditions for review.
3. In addition to the above requirements an applicant must provide evidence to the Association's Registration Board of:
 - (a) At least three years continuous solvent trading of the applicant/business, sound business management practices, and a record of continuous building projects being undertaken by the building business throughout the applicable three year (Rule 1(a) above) or five year (Rule 1(b) above) period.
 - (b) A high standard of workmanship and project management, of current and of completed building projects.
 - (c) For an individual applicant that the building business of the applicant is the principal business of the applicant; and in any other case that management of the building business is the principal occupation of the manager of the building business of the applicant applying for registration.
4.
 - (a) It may be a condition of approval as a Registered Master Builder that the key members of the applicant's management continue to be employed as managers of the business, for registration of the applicant to continue.
 - (b) Any change in the key management of the Registered Master Builder, which is not notified to and approved by the Registration Board, may result in the registration of the Registered Master Builder being suspended or cancelled by the Registration Board in its sole discretion.

Membership Types

The Association may approve an application and offer either Full Membership, or Provisional Membership. The Association reviews all Provisional Membership after 12 months.

The **Contractor Category** is aimed specifically at qualified and/or experienced tradespeople who are self-employed but do not generally contract directly to the Principle i.e. they tend to work mainly for other building companies.

Provisional Membership

1. For applicants that do not currently meet the criteria for full membership as a Registered Master Builder, the Association may provide Provisional Membership for practicing builders, who apply for membership and who are approved by the Registration Board in terms of the Bylaws of the Association.
2. The status of Provisional Member allows the member all the privileges of a Registered Master Builder, except for those matters set out in the Association's Constitution *as follows*:
 19. The Association shall provide Provisional membership for all bona fide persons or businesses who are practicing builders, who apply for membership and pay the subscription as set by the Association and who are approved by the Registration Board in terms of the By-laws of the Association.
 20. Subject to Rules 19 and 21, Provisional membership may be applied across Association Member categories, where an applicant does not meet the full criteria of the category applied for, and does not fit within any other category. The applicant is expected to meet the criteria within a reasonable time, and the Association may approve Provisional membership subject to such additional conditions and for such time as the Association and the Registration Board deem appropriate.
 21. Provisional membership is not available in the Fellows, Inactive Members, Retired Members, or Life Members. Provisional membership shall confer and be subject to the rights, privileges and restrictions of a Member (in whatever category). However, Provisional Members may attend meetings of the Association and Branch and have the right to speak and vote.
3. A carpentry qualified tradesman who meets the requirements of Rule 1 but not that of Rule 3(a) i.e. does not have at least three continuous years as a builder in business on their own account, and/or in day to day management of a building business may be considered for Provisional Membership subject to them:
 - a. providing 2 houses or projects for inspection for quality of workmanship;
 - b. providing a reference from their previous employer confirming a. above being the work of the applicant
 - c. agreeing to attend 2 branch meetings per annum;
 - d. agreeing to the appointment of a local executive or branch member as a support person whilst provisional membership is maintained; and
 - e. attending at least 3 meetings per annum with the RMBA Regional Service Manager.
4. Provisional Membership is reviewed by the Association after 12 months, after which full membership may be offered or a further 12 months provisional may occur.
5. A Provisional Member for the purposes of Discipline and Subscription Fees and Levies is deemed to be a Full Member.
6. Registration as a Provisional Member is subject to the execution of a Personal Guarantee, to guarantee the performance of all the obligations of the Provisional Member, under any Master Build Guarantees provided to clients of the Provisional Member. The Personal Guarantee form is

appended to this document.

Franchisee Membership Category

To be eligible for the Franchisee Membership Category, the applicant's Franchisor must be a financial member of the Registered Master Builders Association.

If this is not the case, the applicant may be eligible for either the Volume Builder or Residential Builder categories.

Applicants should discuss this with the Regional Service Manager at the time of application.

Personal Guarantee by Applicant for Provisional Membership

THIS AGREEMENT IS MADE the [] day of []

PARTIES

- 1 Master Build Services Limited at Wellington (“the Company”).
- 2 Applicant’s Name (Company, Trading, Trust, or Membership Name) – (“the Applicant”): []
- 3 Applicant’s Full Personal Name – (“the Guarantor”): []

BACKGROUND

- A The Applicant has applied for membership as a Registered Master Builder.
- B The Registered Master Builders’ Federation Registration Board has approved the Applicant’s membership (according to the Registered Master Builders Federation Constitution) as a ‘Provisional Member’. Membership as a Provisional Member is subject to the Guarantor executing this Personal Guarantee.
- C A Provisional Member is required to provide Master Build Guarantees on qualifying residential building work in accordance with the Rules of Master Build Services Limited.
- D The Guarantor must be an owner or trustee of the Applicant.

THIS DEED WITNESSES

- 1 The Guarantor shall:
 - 1.1 Irrevocably and unconditionally guarantee the performance of all the obligations of the Provisional Member under the Master Build Guarantees provided to clients of the Provisional Member.
 - 1.2 Duly and punctually observe, perform and fulfill all and singular the covenants, conditions and obligations imposed on the Provisional Member by these Guarantees.
 - 1.3 The liabilities and obligations of the Guarantor pursuant to this Guarantee and in relation to Master Build Guarantees provided to clients of the Provisional Member shall continue and subsist in accordance with this Guarantee and the provisions of the Master Build Guarantees provided to clients of the Provisional Member notwithstanding:
 - a) The transfer of the dwelling the subject of any guarantee; or
 - b) Any act, matter or thing the happening of which would, but for this clause, operate to release the Guarantor, including the Provisional Member no longer being a member of the Registered Master Builders Federation.

Provided that when, and only if, the Provisional Member is accepted to Full Membership of the Federation this Personal Guarantee shall have no further effect.

- 2 Reference to “Master Build Guarantee(s)” in this Deed shall be deemed to include reference to the provisions of the Membership Rules of the Company and any amendments the Company may make to its Rules.
- 3 Where the Applicant is a trust, this document must be accompanied by the ‘Deed of Trust’.

IN WITNESS WHEREOF these presents have been executed the day and year hereinbefore written:

Signed by Guarantor in the presence of:

[]
.....
Signature of Guarantor

Guarantor’s Full Name

[]
.....
Signature of Witness

Witness Full Name

Witness Address

Witness Occupation

Signed for Master Build Services Limited by

[]
.....
Manager Master Build Services

Note: It is incumbent on the Guarantor that prior to the signing of this document; they should seek independent legal advice, as the Guarantor’s signature must be witnessed or the application will not be accepted.

