

## HOUSING POLICY OF THE CAPE BAR

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## **A. INTRODUCTION**

1. In terms of clause 25.7 of the South African Legal Practice Council Code of Conduct made under the authority of section 36(1) of the Legal Practice Act, 28 of 2014, published in GG 42337 of 29 March 2019 (“the LPC Code of Conduct”) counsel shall ordinarily consult with instructing attorneys, clients and witnesses at counsel’s chambers.
2. In terms of clause 1.7 of the LPC Code of Conduct, “chambers” are defined as meaning premises suitable for the conduct of the practice of an advocate.
3. In terms of clause 3 of the Constitution of the Cape Bar all members must keep chambers approved by the Cape Bar Council (“the Bar Council”) unless exemption is granted on good cause shown.
4. In terms of clause 23 of the Constitution of the Cape Bar, the Bar Council has the following powers and duties in respect of chambers:
  - “(x) to allocate, regulate and control the chambers occupied by members;
  - “(y) to require members to occupy chambers only in a building or buildings approved by the Bar Council;
  - “(z) to lease and sub-lease premises for the purposes of providing suitable chambers for members.”
5. In terms of clauses 23(l) and 24 of the Constitution of the Cape Bar, the Bar Council may delegate any of its powers and duties to committees. The powers and duties in respect of chambers set out above have been delegated to the Housing Committee of the Cape Bar (“the Housing Committee”).
6. The purpose of this Housing Policy is to provide a policy for the Cape Bar in respect of the keeping of chambers by its members, exemption from keeping chambers, and the procedures and criteria to be applied in respect of approval by the Bar Council of the various housing options contained herein.
7. This Housing Policy replaces:
  - 7.1. The Housing Policy presently in existence, which was adopted at the annual general meeting of the Cape Bar on 18 April 2013;
  - 7.2. The Chamber Sharing Policy presently in existence, which was adopted at the annual general meeting of the Cape Bar on 18 November 2016;
  - 7.3. The Scottish Model Chambers Policy adopted by the Bar Council on 1 August 2019.
8. The adoption of this Housing Policy shall not affect any exemption, sub-letting, sharing, or any *ad hoc* arrangement already approved by the Housing Committee or Bar Council provided that the housing approval or accommodation agreement is consistent with the Legal Practice Act, 28 of 2014, its Code of Conduct or regulations and the Constitution of the Cape Bar.

9. In as far as there may be any inconsistency between this Housing Policy and the Maternity Policy, the provisions of the Maternity Policy shall prevail.
10. No decisions taken in terms of this Policy shall amount to creating binding precedents, and each matter must be determined with the relevant facts and circumstances prevailing at that time.

## **B. GUIDING PRINCIPLES**

11. The following principles guide this Housing Policy:
  - 11.1. Effect must be given to the constitutional injunction contained in clause 3 of the Constitution of the Cape Bar that all members must keep chambers approved by the Bar Council unless exemption is granted.
  - 11.2. It is desirable that more housing options and flexibility be provided to enable members to practice in a manner more suited to their circumstances and requirements.
  - 11.3. The financial sustainability of the Cape Bar should not be jeopardized. Without derogating from the generality of this provision, this means *inter alia*:
    - 11.3.1. that the Cape Bar should strive to reduce and/or limit the financial exposure that is caused by concluding accommodation agreements with landlords in order to provide chambers to members;
    - 11.3.2. that the Housing Committee should introduce the various housing options contained herein in a staggered manner, i.e. increase flexibility in the housing options only if and when the financial sustainability of the Cape Bar would not be jeopardized thereby.
  - 11.4. The objects of the Cape Bar as set out in clause 2 of the Constitution of the Cape Bar must be promoted.
  - 11.5. The ideal of unity and common purpose within the Cape Bar and the provision of independent and specialised legal service contemplated in clauses 22 and 23 of the LPC Code of Conduct, must be promoted.

## **C. DEFINITIONS**

12. For the purposes of this Policy, unless the context otherwise indicates, the words and expressions set out below have the following meaning:

*“Accommodation agreement”* Any agreement concluded by the Bar Council with a landlord in terms of which the Cape Bar provides or

retains chambers for members which entails financial exposure to the Cape Bar.

*“Approved building”*

A building or a specific floor in a building approved by the Bar Council, listed in Annexure “A” attached to this policy, which list may be amended by the Bar Council as circumstances require, and will include chambers approved in terms of Part F.6. below.

*“Chambers”*

*“premises suitable for the practice of an advocate”*, as contemplated by clause 1.7 of the LPC Code of Conduct, but shall not include the home of counsel.

*“Door tenancy”*

Where a member does not physically keep chambers in a building approved by the Bar Council, by virtue of falling within a category of membership that is not obliged to keep chambers or holds dual membership and chambers at a constituent Bar, as set out in clause 70 below and, by agreement with the members of a floor or group in an approved building, uses such floor or group as his/her address to receive documents, telephone calls, etc., or whatever agreement is concluded with the members of such floor or group.

*“General decision-making criteria”*

The criteria set out in clause 16.

*“Primary caregiver”*

A member who, due to his/her personal circumstances is the parent on whom the responsibility of caring for his/her minor child/ren under the age of seven years mostly falls.

*“Members who are not obliged to keep chambers”*

Members who have been exempted from keeping chambers as contemplated in Part G below and/or in terms of the Constitution of the Cape Bar.

*“Scottish Model Chambers”*

Chambers approved by the Bar Council where members lease “hot desks” and share consultation facilities.

*“Sharing arrangement”*

The sharing of chambers by one or more member in terms of a written agreement between them.

<i>“Sub-letting arrangement”</i>	An agreement whereby a member subleases from, or uses on any basis, the chambers of another member, in terms of a written agreement.
<i>“Suite”</i>	An arrangement by which two or more members who keep chambers in a section of a floor in close proximity to each other, on application to the Housing Committee, is granted the right to be consulted in the allocation of chambers within the suite as provided for in clause 19.

#### **D. KEEPING OF CHAMBERS – GENERAL**

13. All members must, upon becoming a member of the Cape Bar, apply for and take up chambers to be allocated and/or approved in terms of this policy, and thereafter keep such approved chambers for as long as they are members who are obliged to keep chambers, unless:
  - 13.1. exemption from the keeping of chambers has been granted as contemplated in Part G below;
  - 13.2. they fall in a category of members that is not obliged to keep chambers.

#### **E. DECISIONS IN RESPECT OF THE ALLOCATION OF CHAMBERS**

14. The Housing Committee shall consist of at least nine members, appointed by the Bar Council on an annual basis. As far as possible, this committee should be representative of the race, gender and generational mix of the members of the Cape Bar, and of the occupants of the different approved buildings.
15. The Housing Committee shall determine its own procedures in respect of housing related decisions subject to the following requirements:
  - 15.1. Any vacancy in respect of chambers shall be adequately advertised to members, who shall be invited to apply for such chambers prior to a specified closing time and date. Strictly no late applications will be considered.
  - 15.2. Members shall be informed of the criteria to be taken into account in the allocation of chambers and invited to deal with such criteria in their applications. Members must submit proof of good standing with their current floor / suite in respect of the payment of rental and floor dues, alternatively the member, if in default, must make suitable arrangements (to the satisfaction of the Housing Committee) for the payment of arrear rent and/or arrear floor dues, if any, proof of which must accompany any application made by such member for new chambers.

- 15.3. Decisions in respect of the allocation of chambers shall be taken by a majority of the members of the Housing Committee present at a meeting of the committee convened for the purpose of taking each decision.
  - 15.4. A quorum at a meeting of the Housing Committee contemplated in the preceding sub-clause shall be five members.
  - 15.5. The Housing Committee shall not as a matter of course provide reasons for their decisions in respect of housing but shall do so on request by any applicant for the chambers concerned, and the Housing Committee shall provide reasons if requested by the Bar Council.
16. All decisions regarding housing taken by the Housing Committee and the Bar Council where applicable, shall take into account the following considerations (“the general decision-making criteria”):
- 16.1. The Guiding Principles of this Policy set out in Part B above;
  - 16.2. Transformation, by which is meant the need to promote the interests and numbers of black and female members of the Cape Bar;
  - 16.3. The need to assist the junior members of the Cape Bar to establish sustainable practices;
  - 16.4. The domestic and court seniority of the applicants;
  - 16.5. The period since the applicant was last allocated chambers, and the extent to which the applicant has been successful or unsuccessful in prior applications;
  - 16.6. The achievement of a representative mix of senior and junior members on the floor or suite (where applicable) concerned;
  - 16.7. Whether the member applying is a primary caregiver of any minor children under the age of seven years;
  - 16.8. The financial implications of the decision for the member or members concerned, and for the Cape Bar.
17. The weight to be apportioned in respect of each of the general decision-making criteria must be balanced fairly to ensure that the Cape Bar achieves its objects as contemplated in the Constitution of the Cape Bar.
18. In the allocation of chambers, the following specific considerations and criteria shall apply in addition to the general decision-making criteria:
- 18.1. Generally, a more senior member shall be given preference over a more junior member;
  - 18.2. Generally, a member who is a silk shall receive preference over another member despite not enjoying court and/or domestic seniority over such member;

- 18.3. Seniority may be overridden in order to achieve transformation goals;
  - 18.4. Generally, members who already keep chambers on a floor in an approved building without an accommodation agreement or in a suite shall receive preference over members who do not.
19. In the allocation of chambers within suites or on floors in an approved building without an accommodation agreement, in addition to the application of the general decision-making criteria and the criteria set out in clause 18 above, decisions shall be taken by the Housing Committee or, on appeal, by the Bar Council or its Executive Committee, in consultation with the remaining member(s) of the suite or the floor concerned.

## **F. THE HOUSING OPTIONS**

### **F.1. Single chambers in approved buildings with accommodation agreements**

20. Members will on application be allocated single chambers by the Housing Committee in the approved buildings that are subject to an accommodation agreement (subject to clause 62 below) in accordance with the procedures and criteria set out in Part E above, unless they expressly apply for one of the other options set out below.

### **F.2. Sharing Arrangements**

21. Any member may apply to the Housing Committee for approval to enter into a sharing arrangement with one or, in exceptional circumstances, more than one member in an approved building, subject to the requirements, and paragraph 62, below.
22. Members who wish to share chambers must:
- 22.1. Where the chambers are already allocated to one of the members who wish to share, apply jointly in writing to the Housing Committee for the approval of any sharing arrangement and confirm that they have concluded a written sharing agreement, subject to Bar Council approval, and made suitable arrangements with the floor on which the chambers are located in respect of floor dues;
  - 22.2. Where the chambers intended to be shared is advertised for allocation, jointly follow the process of application for allocation of the chambers and inform the Housing Committee of the intended sharing arrangement in such application and confirm that they have concluded a written sharing agreement, subject to Bar Council approval, and made suitable arrangements with the floor in respect of floor dues.
23. The Housing Committee may:
- 23.1. approve or reject the proposed sharing arrangement;
  - 23.2. require that a revised arrangement with the floor be concluded;

- 23.3. require additional reasonable terms or conditions to apply to the sharing arrangement.
24. When considering an application for the allocation of, and/or approval of allocated chambers for sharing, the Housing Committee must, in addition to the general decision-making criteria set out in Part E above, take into account the following specific conditions and criteria:
  - 24.1. The confirmation of the conclusion of a written agreement as well as practical arrangements between the members concerned regarding their co-operation as joint occupants of the particular chambers;
  - 24.2. The financial considerations, if any, for the intended sharing member(s) concerned, weighed against the financial implications of the intended sharing arrangement for the Cape Bar (including but not limited to the potential cost of vacant space to the Cape Bar and the effect on other members), and whether or not other suitable vacant space subsidised by the Cape Bar through Bar dues, is available;
  - 24.3. A member in the category of 0-5 year seniority shall ordinarily be entitled to approval of a sharing arrangement with another member or other members in that category, and such approval shall continue until one of the sharing members reaches the 5-year seniority mark, whereupon the members shall be required to re-apply for an extension of the permission to share under this policy;
  - 24.4. Members above 5 years seniority shall be required to show special circumstances why the application for sharing must be allowed and such application may be approved by the Housing Committee for an indefinite period or for a specified period.
25. Any new member of the Bar who is in his/her first year of practice after pupillage, shall be entitled, without the need to obtain approval of the Housing Committee, to share his/her mentor's approved chambers for a period not exceeding 3 months after becoming a member, provided that:
  - 25.1. The mentor has agreed to this and the terms of any such sharing arrangement, including agreements regarding payment of rental and floor dues, if any, has been reduced to writing;
  - 25.2. Any pupil member who has entered into such sharing arrangement has advised the Housing Committee no less than two months before the date upon which he/she anticipates taking up chambers in terms of the sharing arrangement, of his/her intention to do so;
  - 25.3. Any such sharing arrangement shall terminate at the end of the third month after the new member became a member of the Bar, subject only to the approval of an extension as contemplated in clause 26 below.
26. Any member who seeks to extend a sharing arrangement that has been approved for a specified period or as contemplated in clause 25 above must in advance apply for such extension in writing whereupon the Housing Committee must afresh consider the criteria

referred to in Part E and this Part F.2. and may approve or reject the application or allow a time period for the extended sharing.

27. Any group of members sharing one or more chambers in an approved building may apply to the Housing Committee for the allocation of a room as a shared consultation facility.
28. In promotion of the transformation objectives of the Cape Bar, the Housing Committee, after consultation with the Cape Bar Council and Finance Committee, may, on application by sharing members, allocate suitable shared consultation facilities to any group of members sharing a set of one or more chambers at the cost of such group.
29. Each member who is party to an approved sharing arrangement shall be liable for:
  - 29.1. The rental portion due by that member of the shared chambers to the landlord, but the member shall not be held jointly and severally liable for the rental portion(s) of the other sharing members(s), unless the landlord of the premises in question requires joint and several liability;
  - 29.2. Payment of full floor dues payable by members of similar seniority within the group or floor, and floor dues shall be calculated on a per chambers basis (unless otherwise agreed to by the sharing members with the group or floor, as the case may be);
  - 29.3. A *pro rata* portion of any shared consultation facilities.
30. Subject to clauses 25 and 26 above, a sharing arrangement shall endure until the sharing arrangement is terminated at the election of any one of the members on one clear calendar month's notice, provided satisfactory arrangements are made regarding any shared consultation facility obligations.
31. Upon termination of the sharing arrangement between sharing members:
  - 31.1. Each terminating member shall by written notice inform the Bar Council and the applicable landlord of the intended termination and simultaneously apply for other chambers;
  - 31.2. Before taking up other chambers approved and/or allocated to that member -
    - 31.2.1. each terminating member shall be liable to pay all rental and floor dues owing by the member; and/or
    - 31.2.2. the member, if in default, must make suitable arrangements (to the satisfaction of the Housing Committee) for the payment of arrear rent and/or arrear floor dues, if any, proof of which must accompany any application made by such member for new chambers;
  - 31.3. The notice of termination to the Bar Council must disclose any such arrears and the arrangements for payment made referred to in this clause, if applicable.

32. Upon the exit of a member from a sharing arrangement where the members are co-or joint lessees, the shared chambers must be dealt with as follows:
  - 32.1. The remaining member(s) may elect to retain the chambers and assume sole responsibility for the lease in which event the chambers will not be advertised to the general membership but be allocated to the remaining member(s).
  - 32.2. Should the remaining member(s) elect to enter into a new sharing arrangement with another member(s) in respect of the chambers, the proposed sharing arrangement must be advertised to allow other members to apply for sharing of the chambers and any member(s) who wish to share such chambers must apply for approval of the Housing Committee as contemplated in clause 21 above.
33. In the allocation of chambers to proposed sharing members in terms of clause 32.2, in addition to the application of the general decision-making criteria and the criteria relevant to this Part, decisions shall be taken by the Housing Committee in consultation with the remaining members of the chambers concerned.
34. Should the remaining member(s) elect not to retain the chambers and to apply for alternative approved chambers, or where the lease is held solely by the vacating member, the chambers must be advertised by the Bar Council for allocation as a room for allocation generally.
35. In the event of default by a sharing member, the remaining member(s) must report to the Housing Committee (on written notice to the defaulting sharing member) the default immediately but not later than within one month of the default occurring.
36. The defaulting sharing member thereafter must make suitable arrangements for the payment of arrear rent and/or arrear floor dues and report such arrangement, if any, to the Housing Committee.
37. In the event of a dispute between sharing members that is shown to the satisfaction of the Housing Committee to be incapable of internal resolution, the Bar Council shall have the power to appoint an independent member to mediate the dispute before resorting to disciplinary or other appropriate action.
38. In the event of a defaulting sharing member vacating chambers, the process set out in clause 32 and 34 above, depending on the circumstances, will apply.

### **F.3. Subletting arrangements in approved buildings**

39. Any member may apply for approval to sublet his/her chambers in an approved building to another member in good standing, subject to the requirements below.
40. Members who wish to enter into a sublease must apply jointly in writing to the Bar Council for the prior approval of a subletting arrangement, setting out all relevant circumstances.
41. The Bar Council may, after receiving a recommendation from the Housing Committee:
  - 41.1. decline to allow the proposed subletting arrangement;

41.2. require additional reasonable terms to apply to the subletting arrangement.

42. A subletting arrangement may only be approved for a specified period not exceeding 6 months which period may on application be extended, and in circumstances where the member seeking to sub-let chambers has a legitimate basis for a temporary absence from keeping chambers.

#### **F.4. Scottish Model Chambers**

43. Any member may apply for allocation of a Scottish Model Chamber to him/her.

44. Members holding Scottish Model Chambers shall have preferential access to the Cape Bar's consultation facilities (the Blue Room, Common Room and Annex) as stipulated in the Terms and Conditions relating to Huguenot Chambers Facilities.

45. The model envisages that junior members (0-3 years) holding chambers in the Scottish model will apply for individual chambers, as and when these become available, and move to such chambers, thereby freeing up the Scottish Model Chambers for a new group of junior members, in particular those who become members upon completion of pupillage.

46. All allocations to members in Scottish Model Chambers are subject to the condition that such members may be given one month's notice to vacate the chambers, in the event that a more junior member requires the use thereof, and that, upon vacating, such members will then apply for other approved chambers.

47. If so requested, each of the members in the Scottish Model Chambers may, in addition, be assigned by the Bar Council to a floor or a group either in Huguenot Chambers, 56 Keerom Street Chambers, 50 Keerom Street, Velocity Chambers, Leeuwen Chambers or Bank Chambers, of which they may become a member by association for purposes of:

47.1. utilising empty chambers for consultation purposes, when such are available and consultation rooms in the Scottish Model Chambers are not available;

47.2. to be included in floor events and functions;

47.3. to approach members on such floors for advice or assistance where required.

48. The Housing Committee reserves the right to maintain vacancies in the Scottish model chamber for the pupils in the next year.

49. The members occupying Scottish model chambers in G3 and 17th Floor shall become members of the G3 or 17th Floor group and will be responsible for the basic administration costs including their pro-rata share of the receptionist/administrator's salary.

50. Preference in Scottish Model Chambers should be given to more junior members in their first and second year of practice.

51. Where approved chambers are applied for by two or more members who at that time occupy Scottish Model Chambers:

- 51.1. the more senior member will be given preference relative to the other applicant/more junior member;
  - 51.2. transformation criteria will not be applied in a manner that permits a member holding chambers in the Scottish Model Chambers in their first year of such allocation, to be allocated chambers in preference to the second-year members, it being the intention that a first in, first out, policy will apply.
52. If available, no more than five hot desks may from time to time be allocated to members who are 65 or older, subject to the following conditions:
- 52.1. Such an allocation will be made for a 2-year period, and be reviewed thereafter;
  - 52.2. If the chambers are required for members in their first or second year, the member will be given one month's notice.
53. The Housing Committee is entitled to depart from the provisions of clause 52 on good cause shown, after consultation with the Finance Committee.

#### **F.5. "Ad hoc" Chambers and Groups**

54. Should any member/group of members seek to keep chambers not in any of the approved buildings ("*ad hoc* chambers"), such member/group of members shall apply in writing in advance to the Bar Council for approval to do so.
55. Such application shall contain all relevant details of the member/members applying for the approval, the layout of the intended chambers, details regarding the legal basis upon which the chambers will be occupied as well as the basis upon which chambers will be allocated to members of a group.
56. Subject to clause 57 below, the Bar Council shall, in addition to the general decision-making criteria, consider:
- 56.1. The suitability of the proposed chambers for the practice of members of the Cape Bar;
  - 56.2. The need to maintain cohesion of the Cape Bar and to ensure that members do not practice in isolation of the structures and controls of the Cape Bar;
  - 56.3. Whether the size and composition of the proposed group, if applicable, is such that the obligations of members relating to promoting transformation and providing mentorship would be capable of being fulfilled in the group.
57. The Bar Council shall not approve "*ad hoc*" chambers as contemplated above where approving the "*ad hoc*" chambers would have the effect of rendering the Cape Bar liable for rental for vacant chambers, unless exceptional circumstances warrant a deviation from the above and/or the member/members applying to keep "*ad hoc*" chambers agree to take responsibility for the payment of rental in respect of chambers in the approved buildings that will become or remain vacant as a result of such approval.

58. The Bar Council may refuse an application to keep “*ad hoc*” chambers, or grant such application with or without such further conditions as it deems meet, including but not limited to conditions in respect of the nature of the chambers, the system of allocation of chambers in the case of a group, the accommodation of pupil members and the duration of any such approval.
59. Unless otherwise specified by the Bar Council when granting approval for “*ad hoc*” chambers, the approval of such chambers will automatically lapse when the member or members to whom approval was granted vacates such chambers.

#### **F.6. Chambers in approved buildings without accommodation agreements concluded by the Bar Council**

60. Should any member/groups of members seek to conclude agreements in respect of keeping chambers in approved buildings directly with the landlord without accommodation agreements having been concluded by the Bar Council, such member/group of members shall apply in writing to the Bar Council for approval to do so.
61. The provisions of paragraphs 55, 56 (without the reference to clause 57 therein), 58 and 59 above shall apply *mutatis mutandis* to such applications.
62. Applications for the keeping of chambers on floors in approved buildings without an accommodation agreement must be made to the Housing Committee and all the housing options contained in this policy shall be available for purposes of such applications upon consideration of the relevant criteria applicable to each.
63. The Housing Committee will allocate single chambers on floors in approved buildings without an accommodation agreement in accordance with part E of this Policy.
64. The existing agreements in respect of the Cape Law Chambers and Venken Chambers are limited to the current members occupying those approved buildings. Any future vacancies in these buildings will be dealt with in terms of this Housing Policy, and in particular Part F.6.

#### **G. EXEMPTION FROM KEEPING CHAMBERS**

65. Any member who seeks exemption from the obligation to keep chambers at all, shall apply in writing to the Bar Council for such exemption and shall be obliged to keep approved chambers until such time as exemption is granted.
66. An application for exemption shall be in writing and shall set out all relevant circumstances to the application to show good cause for the exemption including the reason for the application and the applicant’s personal circumstances.
67. When considering an application for exemption, the Bar Council shall *inter alia* take into account the general decision-making criteria and in order to determine whether good cause has been shown for approval of such application.

68. The following factors, which are not exhaustive, will be considered by the Bar Council in determining good cause for exemption from keeping chambers:
  - 68.1. Age, if the applicant member is 65 years or older;
  - 68.2. If the applicant member is the primary caregiver of a minor/minors under 7 years of age;
  - 68.3. The socio-economic circumstances of the member;
  - 68.4. The imperatives of transformation.
69. The Bar Council may provide exemption indefinitely or for a specified period and may impose such conditions in respect of the exemption as it deems meet.
70. Members who have been exempted from the obligation to keep chambers:
  - 70.1. shall be obliged to contribute to Bar Dues (including any levies from time to time) including those dues, levies and fees payable in respect of membership of the General Council of the Bar of South Africa; and
  - 70.2. shall ordinarily conduct any physical (as opposed to virtual) consultations with attorneys, clients and witnesses in chambers as defined above.

## **H. DOOR TENANCY**

71. Door tenancy shall, on application to the Bar Council, be available to members who:
  - 71.1. are not obliged to keep chambers; or
  - 71.2. hold dual membership and chambers at another constituent Bar affiliated to the GCB.
72. Door tenancy of a floor or group will only be approved with the prior obtained consent, by a two-thirds majority of the floor or group.
73. Applications for door tenancy shall be in the form and manner decided by the Housing Committee which applications shall at the minimum require proof that such applicant is in good standing with the institution to which such member is attached, and the group / chambers held elsewhere.
74. Door tenants shall be liable for Bar dues in accordance with the category of membership under which they fall.

**I. APPEALS**

75. Any member aggrieved by a decision of the Housing Committee in respect of the allocation of chambers, an application for a sharing arrangement or sub-letting may deliver an appeal to the Bar Council.
- 75.1. The appeal shall be in writing and be lodged within two days of notification of the Housing Committee's decision, or such longer time as the Bar Council may allow on good cause shown.
- 75.2. The notice of appeal must be sent to the secretary of the Bar Council and to the chairman of the Housing Committee and contain concise grounds for the appeal.
- 75.3. The Housing Committee may, if desired, within five days, or such longer period as the Bar Council may in its discretion allow, respond in writing to the appeal noted, furnishing a copy of its response to the member(s) concerned.
- 75.4. The Bar Council shall determine the appeal in such manner as it deems fit, but will not entertain oral representations save as it may permit in exceptional cases.
- 75.5. The Bar Council may delegate its power to its Executive Committee for the hearing of some or all appeals.
- 75.6. An appeal contemplated in this paragraph is an appeal in the wide sense, and the Bar Council or its Executive Committee shall be entitled to consider the allocation of the particular chambers afresh, taking into account any further material that may be placed before it.
- 75.7. The decision of the Bar Council, or of its Executive Committee, shall be final.

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**J. ANNEXURE “A”**

The following buildings and floors in buildings are currently approved by the Bar Council:

1. Huguenot Chambers (67 Keerom Street);
2. 56 Keerom Street Chambers;
3. 42 Keerom Street, 4<sup>th</sup> Floor;
4. Velocity House (30 Keerom Street), 1<sup>st</sup> and 2<sup>nd</sup> Floors;
5. Bank Chambers (cnr Bloem & Keerom Streets);
6. Cape Law Chambers (70 Keerom Street);
7. Leeuwen Chambers (16 Keerom Street);
8. Venken Chambers;
9. 50 Keerom Chambers, 1<sup>st</sup> Floor;
10. Church Corner and Dynarc Chambers in George.

["the approved buildings and floors"]