

**KZN SOCIETY OF ADVOCATES TEMPORARY POLICY ON SHARING OF
CHAMBERS DURING THE COVID-19 CRISIS UNTIL 15 DECEMBER 2020**

A. INTRODUCTION

1. The Society's Equality and Diversity Policy provides for the occupation of chambers by more than one member on the basis of a sharing arrangement between such members.
2. This temporary sharing policy applies at the discretion of the Bar Council to approve sharing arrangements in the exceptional circumstances consequent upon the Covid-19 crisis. The policy therefore shall be in effect from 15 June 2020 until 15 December 2020.
3. This policy applies to the approved buildings and sets of chambers at Durban (Masonic Grove Chambers, The Atrium, Salmon Grove Chambers, 6 Durban Club Place, Durban Club Chambers, The Marine and Ridge Chambers) and Pietermaritzburg (17 Prince Edward Street, VCC Office Park and 161 Pietermaritz Street).
4. The values of fostering cohesion of the Bar and assisting the junior Bar and women members confirmed in the Equality and Diversity Policy (published on the Society's website as the Transformation Policy) must serve as guiding principles underlying the policy on the

sharing and use of shared chambers. This policy is designed to promote transformation and to make practice more sustainable to women and junior members, and it is a temporary measure aimed at assisting the financial viability of members' practices during the Covid-19 crisis and possibly for a brief recovery period thereafter.

5. In addition to sharing chambers, members are urged to share and collaborate on, at no cost to the member sharing, facilities such as internet connections, remote conferencing facilities, libraries and skills transfer, and to provide access to work to women and junior Bar members.

B. SHARING ARRANGEMENTS

6. The sharing of chambers is subject to the condition that members who intend to share must:-
 - 6.1 inform the Society's Bar Council in writing of their intention;
 - 6.2 obtain prior written approval from the Bar Council for such sharing;
 - 6.3 occupy the chambers under a lease at an approved building or set of chambers which permits chambers to be shared;

- 6.4 be in good standing with the Society; and
 - 6.5 be with the prior written approval of the head of the group concerned.
7. The members who intend to share must jointly:-
- 7.1 apply in writing to the Bar Council for approval for them to share chambers in accordance with the criteria set out in this policy;
 - 7.2 confirm that their intended sharing arrangements is in compliance with the criteria for sharing referred to in this policy.
8. In the event of the intended sharing arrangement not being in compliance with this policy, the Bar Council may at its discretion:-
- 8.1 decline to allow the sharing; or
 - 8.2 require that an arrangement be concluded in compliance with this policy and/or propose requirements that must apply to the sharing arrangements, depending on the circumstances of the sharing and the members concerned.

9. Members who intend to share their chambers may advertise their intention with the written approval to do so from the head of their group.
10. No more than two (2) members may share chambers under this policy.

C. CRITERIA FOR SHARING CHAMBERS

11. The approval of chambers for sharing by the Bar Council is subject to the consideration of these criteria:-
 - 11.1 transformation, by which is meant the need to promote the interests and numbers of black and female members of the Society;
 - 11.2 that the duration of a sharing arrangement may not endure beyond 15 December 2020, whereafter the member who does not occupy the chamber under a lease or ownership right must secure chambers under separate title in an approved building or set of chambers;
 - 11.3 the financial position of the members entering into the sharing arrangement;

- 11.4 both members entering the sharing arrangement for a particular chamber must be in good standing regarding their obligations to the Society and adherence to its rules;
- 11.5 the members entering into the sharing arrangement must obtain the written consent of the lessor where occupation is derived through an agreement of lease or owner of the premises, where applicable;
- 11.6 the comparative seniority of the applicants;
- 11.7 the achievement of a representative mix of senior and junior members in the group or set of chambers in question;
- 11.8 the financial implications, if any, of the decision for the sharing members concerned, the group and for the Society;
- 11.9 if applicable, the views of the head and remaining member(s) of the group concerned;
- 11.10 the practical arrangement for sharing between the members taking into consideration factors such as sharing of resources (libraries, internet connections and so on), the applicable social distancing protocols and the Covid-19 regulations at the relevant time;

11.11 compliance with the Society's Constitution and rules in all other respects.

12. In any application for the allocation of chambers on a sharing basis, and in addition to the criteria described above, due consideration should be given to the practical arrangements between the members concerned regarding their co-operation as joint occupants of the particular chambers.

13. The Bar Council is vested with the discretion where the transformation objectives of the Bar can be promoted:-

13.1 to favour applicant(s) who are women and members in the category of 0 – 5 years of seniority; and

13.2 to override the seniority criteria.

Members in the category of 0 – 5 year seniority

14. Subject to the above considerations and the stated criteria, members in the category of 0 – 5 year seniority shall be as of right entitled to apply for sharing.

Members in the category above 5 years seniority

15. Subject to the above consideration and the stated criteria in Part C, members above 5 years seniority shall be required to show special circumstances why the application for sharing must be allowed.
16. When an application for sharing by members above 5 years seniority is successful, the Bar Council may allow a time period for extended sharing in its discretion.

D. LIABILITY AND TERMINATION

17. Each member sharing may by agreement with the lessor and heads of groups or by agreement with remaining group member(s) be liable for:-

17.1 the rental portion due by the sharing member of the shared chamber to the lessor but the member shall not be held jointly and severally liable for the rental portion(s) of the other sharing member(s), unless the lessor of the premises in question requires joint and several liability;

17.2 payment of group contributions payable by members of similar seniority within the group unless otherwise agreed between the sharing members and the group concerned.

18. A sharing arrangement may endure until the relationship is terminated at the election of any one of the members on one month's notice, provided that the arrangement shall not endure beyond 15 December 2020 or any such period as determined by the Bar Council.

19. On the termination of the sharing relationship between sharing members:-

19.1 each terminating member shall by written notice inform the Bar Council, the head of the group and the applicable landlord of the intended termination; and

19.2 before taking up other (approved) chambers:-

19.2.1 each terminating member shall be liable to pay all rental and group contributions owing by the member under the sharing arrangement; and/or

19.2.2 the member, if in default, must make suitable arrangements to the satisfaction of the lessor (or owner if applicable) and the head of the group for the payment of arrear rent and/or arrear contributions, if any;

19.3 the notice of termination to the Bar Council must disclose any such arrears and the arrangements for payment made referred to in paragraph 19.2.2, if applicable;

19.4 in the event of default by a sharing member, the remaining member(s) must report the default to the Bar Council (on written notice to the defaulting sharing member) immediately, or within one month of the default occurring. The default will be recorded against the name of the defaulting member, and shall be taken into account in determining the standing of the member.

E. GENERAL

20. No decisions taken in terms of this policy shall amount to creating precedents, and each application shall be determined with the relevant facts and circumstances prevailing at that time.

21. The Bar Council reserves the right to amend, extend or reverse the terms of this policy bearing in mind the fluidity of the challenges facing members during the Covid-19 crisis.