

BARRISTERS' SERVICES COOPERATIVE LIMITED

(Frederick Jordan Chambers)

REVISED DOOR TENANCY POLICY (adopted 4 February 2021)

1. The Co-operative may make available to barristers who are not members of the Co-operative, and who apply for such, certain facilities and services of chambers. This shall be referred to herein as a 'door-tenancy'.
2. This policy does not affect any existing door tenancies. Existing door tenants will continue on their current arrangements until agreed by that door-tenant and the Board.

Application for a door-tenancy

3. A door-tenancy may either be:
 - a. offered upon application by a barrister; or
 - b. offered to a barrister by the Board of its own motion.
4. The Board may make barristers aware of an opportunity to apply for a door-tenancy in any way it sees fit.
5. A door-tenancy shall not be offered to a barrister unless:
 - a. they hold a current Australian Practising Certificate issued by the New South Wales Bar Association; and
 - b. they hold no shares in the Co-operative.
6. Any application for door-tenancy shall be made to the Secretary of the cooperative in writing, and shall include a CV or resume of the barrister, unless the door-tenancy was offered to the prospective door-tenant by the Board of its own motion. The board may regulate the process of making the application (including a requirement for acknowledgements of chambers or other policies as a precondition for application) as they may see fit from time to time.
7. The Board may choose to interview the applicant barrister before deciding to offer a door-tenancy.
8. The decision whether to offer a door tenancy to a particular barrister shall be at the sole discretion of the Board of the Co-operative.
9. Other than in exceptional circumstances, a door-tenancy will not be offered to a barrister if the barrister has an outstanding obligation for payments to the cooperative.
10. A barrister who has been approved as a door-tenant shall be required to sign an agreement as to the respective rights, obligations and commitments of the door-tenant and of the Co-operative.

Agreement for door-tenancy

11. The agreement shall contain the following:

- a. the door-tenant is to pay a monthly fee for services as they arise from time to time, to be invoiced per month, being:
 - i. Clerk's Fees.
 - ii. Library Fees, being such fees as may be set by the board at its sole discretion from time to time (and subject to policy clauses 21(i) and 22 below).
 - iii. All ancillary photocopy, drinks, telephone, and other fees as charged upon use.
 - iv. Any **Room Hire Fees** as set out below.
- b. Room Hire Fees shall not be varied any more frequently than 6 monthly anniversaries of the door-tenant first signing a door-tenancy agreement.
- c. Clerk's Fees and Library Fees may be varied from time to time by the Board.
- d. If any monthly fee is not paid as and when due, the co-operative may in its discretion terminate the agreement immediately.
- e. The agreement may otherwise be terminated by the door-tenant or the Board upon 1 months' notice.

12. The agreement for door-tenancy may contain any other such terms as deemed fit by the Board that are not inconsistent with this policy.

13. The door-tenant shall not be required to keep a room in chambers.

Room Hire Fees

- 14. A door-tenant may, with at least 24 hours' notice, schedule with the clerk (or another authorised delegate of the clerk) to occupy a room in chambers whose shares are held by the Board on a certain day or days.
- 15. Rooms are available on a "first come, first served" basis.
- 16. Any such room occupied by a door-tenant may be occupied for the entire day or days that they are scheduled to be occupied.
- 17. A Room Hire Fee of \$150 excl GST (or some such amount as set by the Board from time to time) will be charged for each day scheduled, which will be immediately charged and billed to the door-tenant upon booking. This amount will be charged notwithstanding whether the door-tenant actually occupies the room on that day or not. A door-tenant may not occupy a room they have booked if they have not paid the Room Hire Fee for that day and the clerk (or authorised delegate) may conduct any inquiries they deem fit to check of a door-tenant has paid the Room Hire Fee.
- 18. A door-tenant may cancel a scheduled booking of a room and no Room Hire Fee will be charged for that booking provided that at least 24 hours' notice of the cancellation has been provided.

19. If there are no rooms whose shares are held by the Board available on any particular day to a door-tenant, the clerk (or authorised delegate) will inquire with members of the cooperative if any are able to make their room available for the door-tenant on that day, but will otherwise not be obligated to the door-tenant, nor obligated to have a room available for the day that the door-tenant schedules. If a member of the cooperative makes available their room for the door-tenant for that day, the door-tenant is liable for any Room Hire Fee to be charged for that day.
20. A door-tenant is not liable for a Room Hire Fee if there are no rooms available for the day that they have booked.

Services provided under a door-tenancy

21. A door-tenant is entitled to the other following services:
 - a. telephone;
 - b. maintaining a diary with the clerk;
 - c. the right to be considered and referred to inquiring solicitors by the clerk;
 - d. the right to use chambers as a professional address;
 - e. inclusion on any website or social media platform maintained by the cooperative;
 - f. any email service maintained by the cooperative;
 - g. internet access;
 - h. mail; and
 - i. **Library Services**, which may differ from those offered to members, and being such services that the board may allow from time to time (at its sole discretion) to be made available to door-tenants and which may include:
 - i. access to the hard copy library;
 - ii. assistance from chambers staff;
 - iii. access to online services within the library; and
 - iv. access to online services from any location.
22. A door-tenant may choose not to have access to Library Services. They will not be charged library fees, but will not be allowed to use any Library Services in that instance.
23. A door-tenant that chooses to have access to the Library Services as set out in paragraph 21(i) above, must abide by the Library rules as varied from time to time.
24. A door-tenant will be provided with a guest lift pass and key on any day they book a room, which they must return at the end of the day.

Other matters relating to door-tenancies

25. A door-tenancy confers no other rights upon the door-tenant in relation to the cooperative, and the door-tenant is not entitled to vote on any of the affairs of, nor occupy any office, of the cooperative.
26. A door-tenant may not also be a party to a room-sharing agreement (see policy on Room-Sharing).
27. A door-tenant may be approached by the Board at its discretion to consider purchasing the shares of a member of the cooperative, or any shares held by the Board.
28. The Board is entitled to waive or discount any fee to be charged to a door-tenant at its sole discretion.
29. A room provided is provided “as is” and door-tenants will be required to bring their own computers or other work implements if suitable alternatives cannot be found at chambers.
30. Door-tenants are entitled to attend any CPD or social event held by chambers, and must pay any costs associated with attending such an event.

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