



THE LAW SOCIETY  
OF NEW SOUTH WALES

## Chambers Practice

A guide to assist solicitors establishing  
or joining a chambers practice

October 2004

# **Chambers Practice**

A guide to assist solicitors establishing  
or joining a chambers practice

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# Introduction

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Operating from a Chambers Practice gives solicitors a viable option in their efforts to reduce costs and maximise profits, and balance work and family life. A Chambers Practice can offer a ready-made network and support environment that relieves some of the strain of practising solo. It is not for everyone, and there is much to consider before joining or setting up in chambers. This booklet provides guidance which should help.

## Definition and registration

The Council of the Law Society approved the following definition of a solicitors' Chambers Practice in 1999,:

*"A group of professionals, usually legal practitioners in sole or small firm practice, who operate from a named Chambers Practice and who, for the payment of a licence fee, have the exclusive use of a room or rooms in the Chambers Practice and share certain facilities with others in the group."*

A Chambers Practice must have a name, for example Pitt Street Legal Group, to enable it to be included on the Law Society's database under the category 'Chambers Practice', and for its constituent firms to be appropriately listed. Firms will also be registered under the firm name, as is normal practice.

A notification form to register a Chambers Practice on the Law Society's database is included with this guide. The form can also be used by a firm to advise the Society that they have joined a Chambers Practice.

A list of current Chambers Practices can be obtained by contacting the:

The Manager  
Law Society Registry  
Law Society of New South Wales  
170 Phillip Street  
Sydney NSW 2000  
DX 362 Sydney  
Tel 9926 0333  
Fax 9231 5809

## Working in a chambers practice

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A survey of practitioners working in a Chambers Practice conducted by the Law Society revealed that reducing overheads was the main reason they had joined the practice. This was closely followed by the need to avoid feeling isolated. Other reasons solicitors joined a Chambers Practice included:

- collegiate environment
- reduced administrative burden
- escaping pressures of a large practice
- enjoying all the benefits of a large office with few disadvantages.

The survey also revealed that 96.4% of respondents who worked in a Chambers Practice would recommend this style of operation to colleagues. Being able to consult with others was top of the list as the one most important thing practitioners could recommend about working in such an environment.

### Sole practitioners

Chambers Practices are beneficial for sole practitioners in particular, because they can still operate independently and yet not feel so alone. They have someone to talk to, someone to discuss a legal problem with and someone to look after their matters if they are ill or on leave. It is also a good environment for sole practitioners who may want to slow down a little – it can offer the opportunity of not having to work so hard due to reduced overheads. The Law Society survey indicated that 35.7% of solicitors working in Chambers Practices were sole practitioners prior to joining the practice.

### Former partners

Chambers Practices are also of interest to solicitors who are dissatisfied with being in a partnership. Former partners find they can be their own master in a Chambers Practice and not have to be concerned with partners' meetings, sleeping partners and partners taking sides. They don't have to worry about the unfair splitting of profits with under-performing partners, and they are no longer liable for the actions of their partners. Chambers Practices also offer former partners the opportunity of slowing down a little. According to the survey, former partners were the largest group (46.4%) of solicitors working in Chambers Practices.

### Starting out

Although 57.2% of solicitors working in Chambers Practices had been practising for more than 20 years, solicitors starting out on their own in sole practice may also find operating from a Chambers Practice beneficial because of the reduced overheads, the possibility of referrals, and having someone at hand to discuss a legal issue. Although only 10.7% of those in Chambers Practices had been practising for 3 to 5 years, the survey of sole practitioners aged between 25 and 35 years indicated that 91.7% would consider working in a Chambers Practice in the future.

### Drawbacks

Research undertaken by the Law Society uncovered very few drawbacks to working in a Chambers Practice, though for some these may be of major concern. The survey of solicitors operating from a Chambers Practice indicated that 57.1% saw no drawbacks, while 39.3% had the opposite view. The reasons given by the 39.3% included:

- absence of solicitors practising in same area
- absence of juniors, research assistants and library
- not having a say in who will be the other sub-tenants

- “the way ours is run leads to partnership type disputes in relation to use of space and resources”
- lack of “kudos” compared with being a partner in an established firm
- having to perform mundane tasks that would be performed by clerical personnel in a large practice
- disharmony within the group over the cost of certain shared expenses
- mixed loyalties of shared staff, requiring constant supervision.

#### **Sharing off-the-street clients**

To avoid the possible problem of sharing off-the-street clients, if two or more solicitors practise in the same area of law, the Chambers Practice receptionist can retain a list of those solicitors and refer off-the-street clients to them on a rotating basis.

#### **Confidentiality**

Ways to avoid this possible problem are:

- each Licensee having their own secretary;
  - each Licensee locking the door to their Licensed Area at night and when they are out of the office for a period of time;
  - having pigeon holes for each Licensee at the reception desk; and
  - each Licensee having their own fax machine.
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## Facilities

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The operation of each Chambers Practice is different, particularly when it comes to the facilities provided. For example, a conference room may be included in the licence fee in one Chambers Practice, while in others it may incur an hourly charge. The following notes on shared and user-pays facilities is a guide to common practice.

### Shared facilities

The shared facilities which would be included in a Chambers Practice licence fee are usually:

- a conference or interview room
- receptionist and telephonist services
- kitchenette facilities (including coffee, tea, milk etc)
- limited storage for security packets, closed files etc.
- mail pick-up and delivery (DX and postal)
- cleaning
- utility services, including power and electricity

### User pays facilities

There are a number of facilities which, if they are provided by a Chambers Practice are usually be on a user-pays basis:

- photocopying and faxing (the licensor would normally pay the capital cost or lease payments of the equipment)
- couriers
- share of the Chambers Practice DX box
- WP operators (charged on an hourly or minute basis)
- juniors
- registration services
- search facilities
- stationery
- commercial precedents (available to all members of the Chambers Practice who are charged a monthly fee, whether used or not)
- preparation of client billing (charged on an hourly basis)
- online legal publications and services

### Libraries

It is usual for each firm in a Chambers Practice to bring with them the publications for the areas in which they practise and to pay for their own subscriptions. These publications would normally be held in the practitioner's office, but could be made available to others in the group. In fact such sharing is one of the benefits of working in a Chambers Practice.

## Checklist for solicitors planning to join a chambers practice

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- Contact the Law Society Registry for the names and contact details of Chambers Practices registered with the Society.
  - Make enquiries about as many Chambers Practices as possible to determine which one might be right for you.
  - Check with each Chambers Practice the following points:
    - how long the Chambers Practice has been in operation;
    - the number and names of solicitors and others in the Chambers practice, including their areas of practice;
    - the licence fee and what is included in the fee;
    - the expiry date of the licensor's lease and, if there is an option to renew, for how many years;
    - whether there is room in the premises for you to expand, i.e. employ another solicitor.
  - If interested, make an appointment to view the Chambers Practice and meet as many members of the Chambers Practice as possible to assess compatibility.
  - Carefully peruse the Licence Agreement.
  - Arrange furniture for your room if not provided by the licensor.
  - Arrange your firm's letterhead, envelopes, with compliments slips, accounting stationery etc.
  - Insure your own furniture (if not owned by the Licensor), the material loss or damage to client files and gross fees in the event of fire or extraneous perils.
  - Take out public liability insurance (minimum \$10M) for the Licensed Area and give consideration to covering income and business expenses in the event of illness.
  - Make your area(s) of practice known to others in the Chambers Practice for referral purposes.
  - Complete Section A of the Notification of Chambers Practice form included in this kit and forward to the Law Society Registry.
  - Ensure you have the correct Practising Certificate, i.e. unrestricted for principals, and that you have Professional Indemnity Insurance.
  - Consider limiting your liability. Telephone the Society for details of the Solicitors Limitation of Liability Scheme.
  - Notify existing clients of your change of address.
-

## Checklist for solicitors planning to establish a chambers practice

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A solicitor establishing a Chambers Practice must have sufficient capital, and the business, administrative and marketing skills to successfully operate the business venture. Some of the points detailed below may not be applicable to your situation, but are provided to cover all situations.

1. Prepare a business plan taking the following into account:
  - your purpose for establishing a Chambers Practice;
  - where you wish the Chambers Practice to be located;
  - the number of solicitors you wish to have in the Chambers Practice;
  - the areas of law in which you would like the solicitors to practise;
  - whether you would like professionals, other than solicitors, to join the Chambers Practice and why;
  - the method of dealing with a retiring member of the group;
  - whether you wish to purchase or lease premises, and why;
  - the profit (if any) you wish to derive from the venture'
  - the type of facilities you wish to have provided by the Chambers Practice, for example:
    - receptionist/telephonist
    - juniors
    - paralegals
    - word processing operators
    - conference/interview room
    - computers
    - registration services
    - shared DX box
    - pick-up and delivery of DX mail and post
    - library
    - courier service
    - precedents
    - storage facilities for safe custody documents, closed files etc.
    - stationery – pens, pencils, plain paper, staples, writing pads etc.
    - parking'
    - online legal publications and services
  - number of rooms required;
  - amount of common area required;
2. Prepare a 12-month income and expenditure budget including approximate income derived from each licensee (based on facilities provided and charged for) and the following expenses (if relevant):
  - one-off expenses
    - refurbishment of premises
    - legal and accountancy fees
    - purchase of photocopier and fax machine
    - installation of telephone system
    - installation of computer system
    - furniture for common areas and licensees' offices
    - library
    - precedents
    - safe

- on-going expenses
    - rent of entire premises
    - electricity
    - salary of receptionist/telephonist and other shared support staff
    - annual DX fee
    - lease payments of photocopier and fax machine
    - provisions for kitchenette
    - maintenance of precedents
    - stationery
    - marketing of the Chambers Practice.
3. Prepare an income and expenditure budget for year 2, excluding the one-off expenses
  4. If purchasing or refurbishing premises, liaise with your bankers regarding finance.
  5. Liaise with your accountant regarding the economics of the venture.
  6. Register the business name of the Chambers Practice.
  7. Incorporate if the licensor is to operate as a company.
  8. Knowing the approximate amount of space you require (with sufficient space for possible future expansion), visit real estate agents in the area where you wish to set up the Chambers Practice and look at premises/properties to lease/purchase.
 

If you wish to set up in the suburbs, choose an area where there is an abundance of potential clients (residential and business) and avoid locations where there is an oversupply of solicitors. It may be an advantage to have the premises/property close to real estate agents, banks, building societies and court houses.

If leasing, try to obtain a 3 x 3 x 3 lease, a rent-free period to enable fit-out, and no rental review for as long as possible. Check what is included in the outgoings, for example land tax, rates, lift maintenance, insurances etc, and negotiate these with the lessor. Ensure access to the premises is 24 hours a day, 7 days a week.
  9. Decide on premises/property.
  10. Advertise to prospective licensees.
 

Use the *Law Society Journal* (classified section or display advertisement). Advise the Society which will put the details of your Chambers Practice on its register. Advise practitioners at local Law Society meetings.
  11. Choose practitioners who you like and with whom you are compatible.
  12. Draw up a Licence Agreement (sample included in this guide). Ensure you cover all aspects relevant to the premises and licensed area.
  13. Purchase furniture for common areas and, if required, the licensees' offices.
  14. Install a telephone system. Ideally you should provide a central switchboard with individual phone numbers for each firm in the Chambers Practice. This enables the telephonist to answer each firm's calls at the switchboard, using the firm name.
  15. Install a computer system. The Society's Information Technology Adviser can assess your technology needs and advise the most appropriate hardware and software. This service is free-of-charge except for any out-of-pocket expenses such as travelling and accommodation.
  16. Arrange for a photocopier and fax machine to be installed. A recording device on each would enable each licensee to be charged according to use.
  17. Arrange public liability insurance (minimum \$10M) and insure the material loss or damage to property in common areas through fire or extraneous perils. Also insure money in common areas of the premises, as well as glass, and communication and machinery breakdown.

18. Hire a receptionist/telephonist.
19. Hire word processing operators and an office manager (if required). An office manager could be responsible for the following:
  - the recruitment and supervision of support staff;
  - the ordering of stationery, etc;
  - the opening and closing of files;
  - the storage of safe custody documents and completed files;
  - the general running of the Chambers Practice.
20. Arrange for Chamber Practice signage , for example “Phillip Street Legal Practice” to be erected in the foyer of the building and reception area of the Premises.
21. Arrange for each Licensees’ signage in the foyer of the building and reception area of the Premises (at the expense of each Licensee).
22. Arrange with the Document Exchange for a Chambers Practice DX box. To determine a Chambers Practice, the Document Exchange has applied the following conditions:
  - The practice must have a genuine legal identity (business name or company name) which can in fact be registered as a new member of the Document Exchange, for example “Pitt Street Legal Group”.
  - the new member would in fact be listed under the Chambers Practice name e.g. “Pitt Street Legal Group” with a new DX number at the most convenient exchange to the participating members.
  - The new member would be allowed additional listings in the DX Directories under the names of the participating solicitors against the DX number as applicable to the Chambers Practice. The DX box itself, however, would bear the Chambers Practice name. Additional listings would be restricted to individual names of participating solicitors and not firm names.
  - At the time of registering the new Chambers Practice, participating practitioners who are existing members would have their current membership terminated and fees adjusted accordingly.
  - Should there be withdrawal of a member, then the established fee would remain firm until the renewal date when it would be adjusted by the deletion to the number of participating solicitors. The withdrawing solicitor if he/she rejoined the DX independently would pay the appropriate schedule fee.
  - Should there be additions by way of further solicitors joining the Chambers Practice then the fee would be subject to adjustment immediately.
23. Purchase precedents which can be shared by members of the group. The Law Society has available for sale a range of high quality, fully maintained precedents. There are 16 suites including conveyancing, personal injury, business law, trusts, estates, leases, Supreme Court, District Court, Local Court and more.
24. Complete Section B of the Notification of Chambers Practice form included in this kit and forward to the Law Society Registry.
25. Once established, arrange for invoices to be sent to each Licensee, preferably on a monthly basis, but in accordance with the Licence Agreement.
26. Market the Chambers Practice with a simple brochure – this assists in cross selling from one firm in the group to another.
27. To assist in having a harmonious Chambers Practice, operated in a collegiate atmosphere, invite all practitioners and support staff to drinks each Friday night.

# Chambers Practice Sample Licence Agreement

(Delete or add any clauses which are relevant to your particular Chambers Practice)

*Acknowledgment is due to The Clarence Professional Group whose Licence Agreement (in part) was used to prepare this Sample Licence Agreement.*

AGREEMENT dated .....

PARTIES: .....

of ..... ('the Licensor')

AND .....

of ..... ('the Licensee')

## INTRODUCTION

- A. The licensor is the lessee of the premises.
- B. The Licensor has agreed to permit the Licensee to use and occupy the Licensed Area upon the terms and conditions hereafter set forth.

## IT IS AGREED

### 1. DEFINITIONS

1.1 In this Licence Agreement, unless otherwise indicated by the context:

'the Licensor' shall include its successors, assigns and its employees and agents.

'the Licensee' shall include its employees, clients and visitors.

'the Premises' shall mean .....

'The Licensed Area' shall mean that portion of the Premises represented by room(s) numbered ..... and (if applicable) workstation(s) on the plan the subject of this Licence.

'Commencement Date' means .....

'Term' means a period of ..... months from the Commencement Date

'Licence Fee' means the rental sum of \$..... per .....

'Furniture and Fittings' means the furniture and fittings located in the common areas and Licensed Area at the Commencement Date or as varied from time to time.

'Person' includes company, corporation, firm or other body or persons.

'Month' (where used) shall mean 'calendar month'.

### 2. LICENCE

2.1 Subject as hereinafter contained the Licensor shall permit the Licensee:

- (a) to use and occupy the Licensed Area for use as a professional office(s);
- (b) to use the Furniture and Fittings provided by the Licensor to the Licensee for the Licensee's use during the Term of this Licence Agreement.

2.2 The parties agree and declare as follows:

- (a) that it is not intended by either of them to create between them the relationship of landlord and tenant;
- (b) that legal possession and control of the Premises and the Licensed Area shall at all times remain vested in the Licensor and the Licensee shall not by reason of this Licence Agreement acquire any estate or interest in the Licensed Area;

- (c) that the Licensee shall pay the Licence Fee in ..... payments in advance the first payment to be made on the Commencement Date;
- (d) that should the Licensee default in payment of any Licence Fee and such default shall continue for a period of 14 days, the Licensee will pay to the Licensor interest thereon at the rate of ten per centum (10%) per annum, computed from the date the Licence Fee fell due until payment;
- (e) that the Licence granted pursuant to this Agreement is personal to the Licensee and is not capable of being assigned or otherwise disposed of other than by way of surrender to the Licensor and does not entitle the Licensee to an estate or interest in the Licensed Area or Premises;
- (f) that each party to this Licence Agreement shall pay their own legal costs and disbursements of preparation and execution of this Licence Agreement and the Licensee shall be responsible for any stamp duty payable in respect of this Licence Agreement;
- (f) that this Licence does not create a partnership or a joint venture between the parties;
- (g) that this Licence Agreement embodies the whole agreement between them and supersedes all oral and written negotiations and communications by or on behalf of either of them;
- (h) that the rent and all other moneys payable by and on behalf of the Licensee under this Licence Agreement are exclusive of Goods and Services Tax (GST);
- (l) that liability for GST (payable in respect of any taxable supply) is additional. It is payable by the Licensee to the Licensor at the same time as the Licence Fee and other moneys (if any) are payable.

### 3. TERM

- (a) This Licence shall continue for the Term and thereafter may be terminated by one party giving the other party one (1) month's notice in writing;
- (b) Notwithstanding the provisions of sub-clause (a) hereof, the Licensor may terminate this Licence, by notice to the Licensee, if the Licensee:
  - (i) breaches the terms and conditions of this Licence and does not remedy the breach within fourteen (14) days of notice;
  - (ii) if the Licensee commits an act of bankruptcy or (being a Corporation) a receiver or receiver and manager or liquidator is appointed;
  - (iii) if the whole or any part of the Premises shall be destroyed or damaged by fire, flood, lightning storm, tempest or other disabling cause so as to render the Licensed premises substantially unfit for the use and occupation by the Licensee.
- (c) Any notice required or authorised by this Licence Agreement can be signed by any director of the Licensor or the Licensee and shall be sufficiently served;
  - (i) if delivered personally to the Licensee (if a natural person) or any director of the person to be served (if a Corporation);
  - (ii) if delivered during normal business hours or sent by prepaid post to the registered office of the person to be served (if a Corporation) and if so posted shall be deemed to be served two days from the date of postage unless it is returned through the post or undelivered.

### 4. OBLIGATIONS OF LICENSEE

- (a) Subject to fair wear and tear, damage by fire, lightning, explosion, storm, tempest, flood, strikes, aircraft, other aerial devices or articles dropped therefrom and earthquake the Licensee agrees with the Licensor to keep the Licensed Premises and all furniture and fittings therein in good and tenable

- repair and condition;
- (b) Not to cause any nuisance, annoyance, grievance, damage or disturbance to the Licensor or any other occupiers of the Premises;
  - (c) Not to do anything or keep anything in the Premises and Licensed Area which may increase the rate of premium payable under any Policy of Insurance in respect of the Premises or vitiate or render voidable any such insurance;
  - (d) To indemnify or keep indemnified the Licensor from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the Premises and Licensed Area by the Licensee or its servants and agents;
  - (e) Not to smoke or permit to suffer any of the servants, agents, licensees or invitees of the licensee to smoke upon the Premises;
  - (f) To otherwise comply with all reasonable directions given from time to time by the Licensor in respect to the use and occupation of the Premises;
  - (g) Not to make any alterations or additions to the Premises and Licensed Area without the prior written consent of the Licensor;
  - (h) Not paint affix erect or display on any part of the interior or exterior of the Premises or the Licensed Area any signs notices advertisements placards posters lights or other writing or device without the prior written consent of the Licensor;
  - (i) To pay within fourteen (14) days of receipt of an account rendered by the Licensor for all other services (if any) not otherwise included in the Licence Fee;
  - (j) To store and keep all trade waste trash refuse and garbage in appropriate receptacles, or in those provided by the Licensor should the Licensor provide receptacles for that purpose;
  - (k) Not to use any chemical burning fluids or alcohol in lighting or heating of the Licensed Area;
  - (l) To pay for signage in the reception area of the Premises and in the foyer of the building such signage to be approved by the Licensor;
  - (m) To effect and maintain at the Licensee's expense a policy of insurance with a reputable insurance company acceptable to the Licensor (whose acceptance shall not be unreasonably withheld) for workers compensation insurance and all other insurances as may reasonably be required by the Licensor in relation to the Licensee's use and occupation of the Licensed Area. In addition to workers compensation, other insurances should include public liability (minimum \$10,000,000) and contents insurance for the value of goods and furniture (not provided by the Licensor) contained within the Licensed Area. The Licensee shall as and when required by the Licensor furnish to the Licensor a copy or certified copy of any policy of insurance which the Licensee is required to effect pursuant to this Licence Agreement.

#### 5. OBLIGATIONS OF LICENSOR

- (a) To promptly pay all rent and outgoings for which it is responsible under its lease of the Premises.
- (b) To cause the Premises including the Licensed Area to be cleaned regularly in a proper and workmanlike manner and keep it free from dirt and rubbish.
- (c) To pay for all power and electricity used and consumed in and upon the Premises including the Licensed Area and the cost of all excess water rates and all fees for removal of garbage from the Premises.
- (d) To provide coffee, tea, milk, and sugar for the benefit of the Licensee and the Licensee's employees, clients and visitors.

6. LICENSEE'S ADDITIONAL BENEFITS

During the currency of the licence granted pursuant to this Licence Agreement the Licensor shall provide to the Licensee the following additional rights and entitlements which are included in the Licence Fee:

- (a) Subject to the Licensee duly and punctually paying the connection fees (where necessary) and ongoing charges and expenses, the Licensee shall be entitled to use the Licensor's telephone system.
- (b) receptionist services of staff employed by the Licensor to:
  - (i) answer incoming calls on the main switch for the Licensee, and where necessary take messages;
  - (ii) act as receptionist for clients and visitors attending upon the Premises to visit the Licensee;
  - (iii) arrange couriers;
  - (iv) pick up and deliver mail from and to the Document Exchange;
  - (v) deliver to Australia Post mail to be sent by post;
- (c) the room(s) designated as Conference Room(s) on a non-exclusive basis and for which a booking must be made with the receptionist.
- (d) kitchen and shower facilities on a non-exclusive basis.
- (e) the library (if any);
- (f) designated space in the storage room, if any.

7. INDEMNITY

The Licensee shall indemnify and keep indemnified the Licensor from and against all action, proceedings, costs, claims and demands by third parties in respect of damage or liability caused by or arising from the use and occupation of the Licensed Area by the Licensee or its servants on the Licensed Area.

8. PROPER LAW

This Licence Agreement is governed by the laws of New South Wales.

IN WITNESS WHEREOF the parties have hereunder signed and where necessary affixed a seal upon the date of this Licence Agreement.

SIGNED for and on behalf of )  
 ..... )  
 )

In the presence of:

.....

Signature of Witness

.....

Name of Witness

SIGNED for and on behalf of )  
 ..... )  
 )

In the presence of:

.....

Signature of Witness

.....

Name of Witness

## Notification of Chambers Practice

This form must be completed by practitioners operating from a Chambers Practice in order that the Chambers Practice may be noted on the Law Society's database. A Chambers Practice is defined as

"A group of professionals, usually legal practitioners in sole or small firm practice, who operate from a named chambers and who, for the payment of a licence fee, have the exclusive use of a room or rooms in the chambers and share certain facilities with others in the group."

**You only need to complete Section A OR Section B of this form.**

**Section A:** To be completed by practitioners joining a Chambers Practice that is already established; **OR**

**Section B:** To be completed by practitioners who are establishing a Chambers Practice  
(on Page 2) and this is the first notification to the Law Society of the Chambers Practice.

### Section A

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To be completed by practitioners joining a Chambers Practice that is already established.

Surname:

Given names:

Firm name:

Previous firm address:

Name of Chambers Practice:

Address of Chambers Practice:

DX No & location:

Signature:

Date:

## *Notification of Chambers Practice*

### **Section B**

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To be completed by practitioners who are establishing a Chambers Practice.

Note: It is not necessary for the words 'Chambers Practice' to be included in the name. However, the chamber must have a name for it to be included on the Society's database, e.g. Pitt Street Legal Group.

Name of Chambers Practice:

Chambers Practice address:

DX No & location:

Name of licensor:

Contact phone:

Names of firms operating from the Chambers Practice:

Signature of licensor:

Date:

Return this form to:  
The Law Society Registry  
The Law Society of NSW  
170 Phillip Street  
Sydney NSW 2000  
DX 362 SYDNEY