



UK Government

Make Work Pay: Right of Trade Unions to Access Workplaces

23 October 2025

Closing Date: 18 December 2025 11:59pm

Foreword

This government was elected on a pledge to rebuild our economy so that it delivers for working people once again.

That's why, within our first 100 days, we introduced the Employment Rights Bill. The Bill will modernise industrial relations by giving trade unions a clear, statutory right of access to workplaces.

This is important because, for too long, access has depended on ad-hoc arrangements. At present, unions do not have a general independent right of access. Where they can't reach a voluntary agreement with an employer, they can only act through individual members in a workplace. Where membership is low, their ability to carry out their core functions – to negotiate, resolve disputes, represent workers and facilitate collective bargaining – is limited.

The Employment Rights Bill will change this. It will establish a statutory right for unions to access workplaces physically, and to communicate with workers both in person and digitally.

Where employers and unions already operate voluntary access agreements, there will be no change. The government values the spirit of cooperation these agreements reflect and want them to continue wherever possible.

Where union access is lacking, however, we believe these changes will make a big difference. That's why we want to hear your views on how these reforms will work in practice.

We're seeking your insights on how unions should request access and how employers ought to respond. We're keen to understand the factors at play when determining whether access should be granted and on what terms. This consultation also asks for your views on how fines should be set for non-compliance.

We are clear that we want these changes to take effect by October 2026. That will afford all parties proper time to prepare. And to support that effort, we will be consulting on a new statutory Code of Practice in the spring with practical guidance for both unions and employers.

We welcome views from employers, unions, workers and the public in helping us create a clear, balanced framework which works for all.



The Rt Hon Peter Kyle MP

*Secretary of State for Business and
Trade and President of the Board of
Trade*

A handwritten signature in blue ink that reads "Peter J. Kyle".

The Rt Hon Kate Dearden MP

*Minister for Employment Rights and
Consumer Protection*

A handwritten signature in blue ink that reads "Kate Dearden".

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Introduction

The Plan to Make Work Pay

The government's Plan to Make Work Pay sets out an ambitious agenda to ensure workplace rights are fit for a modern economy, empower working people and deliver economic growth. This consultation forms part of the government's commitment in the Plan to ensure trade unions can access workplaces in a regulated and responsible manner.

The government believes that strong trade unions are essential for tackling insecurity, inequality, discrimination, enforcement and low pay. When workers are empowered to act as a collective, they can secure better pay and conditions. This will help ensure fairer outcomes for workers and foster a more constructive and collaborative workplace where issues are resolved in a clear and balanced manner. That is why the government is committed to strengthening collective bargaining rights and trade union recognition.

We are delivering on this ambition through the Employment Rights Bill which will reform our trade union framework to strengthen the collective voice in the workplace and enhance worker representation.

Trade union right of access

Under the existing legislative framework in Great Britain, unions do not have a general independent right of access to workplaces and can only exercise their functions through individual trade union members in the workplace, or through access that has been agreed on a voluntary basis with the employer. In situations where membership is limited, and there is no voluntary agreement in place, there is limited scope for trade unions to exercise their core functions, not only in facilitating collective bargaining, but also in representing and supporting workers in employment-related matters. These include raising awareness of employment rights, supporting wellbeing, and helping resolve workplace issues before they escalate. Access will enable unions to contribute positively to workplace culture, fostering open communication and trust between employers and employees – leading to more stable and constructive industrial relations.

Whilst the government wants to see employers and unions continue to agree and use voluntary access arrangements outside of this statutory framework where possible, the Employment Rights Bill will formalise a trade union right of access by establishing a statutory right for trade unions to access workplaces physically, and to communicate with workers in person and also digitally. 'Digital' access for the purposes of this consultation refers to communication, whether directly or indirectly, that does not involve physical access to the workplace. This could include, for example, meeting workers through an IT platform or providing hard copy information to workers via the employer.

The purposes for which access can be applied for are set out in the Bill. They are to:

- meet, support, represent, recruit or organise workers
- facilitate collective bargaining

The Employment Rights Bill provides a framework for the new right of access.

- 1) It starts by setting out how an independent union may provide an employer with a request for access. Once an employer receives the notice of access from a union, the employer can respond to the notice to either agree access, or object to the access.
- 2) If both parties agree the terms of access, they would then notify the CAC to record the terms of the access agreement and proceed with the access as agreed. If no agreement can be reached within a set timeframe the union or employer can refer the case to the CAC for determination on whether access should be granted under the terms requested.
- 3) The CAC will make their determination on whether access should be granted in line with factors set out by the legislative framework.
- 4) The CAC will also enforce access agreements once they are in place, hearing complaints about breaches of the access agreements by any party, with the power to issue fines for non-compliance.

Why we are consulting now

In this consultation we are inviting views on the operational detail of how the right of access will work. This includes detail on how unions will request access, and how employers will respond; factors the CAC will take into account when determining whether access should be granted and on what terms; and how the CAC is to come to decisions on the value of fines issued for breaches of access agreements.

Following the consultation this detail will be set out in secondary legislation. The government will also consult in Spring 2026 on a new Secretary of State Code of Practice on trade union right of access. This will set out best practice and include practical guidance on how access should be carried out by both trade unions and employers.

Consultation details

Issued: 23 October 2025

Respond by: 11:59pm, 18 December 2025

Enquiries and responses to:

tradeunionpolicy@businessandtrade.gov.uk

Write to:

Trade Union Policy, Employment Rights Directorate
Department for Business and Trade
Old Admiralty Building
Admiralty Place
London
SW1A 2DY

Consultation reference:

Make Work Pay: Right of Trade Unions to Access Workplaces

Audiences:

- businesses
- employers
- workers
- trade unions
- business groups or representatives
- consumers
- non-governmental organisations
- members of the public visiting workplaces, or visiting or residing at care homes
- all other interested parties

Territorial extent

The right of access will apply in England and Wales, and Scotland. It will not apply in Northern Ireland, where employment law is devolved.

How to respond

Respond online – https://ditresearch.eu.qualtrics.com/jfe/form/SV_0GkGNSHjZhf0ajQ

or

Email to: tradeunionpolicy@businessandtrade.gov.uk

or

Write to:

Trade Union Policy, Employment Rights Directorate
Department for Business and Trade
Old Admiralty Building
Admiralty Place
London
SW1A 2DY

When responding, please state whether you are responding as an individual or representing the views of an organisation. Please also specify which consultation you are responding to, as the government is running various consultations on trade union matters at the same time.

Your response will be most useful if it is framed in direct response to the questions posed, though further comments and evidence are also welcome.

Confidentiality and data protection

Information you provide in response to this consultation, including personal information, may be disclosed in accordance with UK legislation (the Freedom of Information Act 2000, the Data Protection Act 2018 and the Environmental Information Regulations 2004).

If you want the information that you provide to be treated as confidential, please tell us, but be aware that we cannot guarantee confidentiality in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not be regarded by us as a confidentiality request.

We are trialling Artificial Intelligence (AI) solutions to support the delivery of our functions. Unless made expressly clear to you, we will not solely use AI to either make or inform decisions about you. We will apply effective data minimisation techniques to all such uses of your data.

Your responses, including any personal data, may be shared with a third-party provider, or other government department or organisation acting on behalf of the Department for Business and Trade under contract or an equivalent agreement, for the purpose of analysis and summarising responses for us and they may use technology, such as artificial intelligence. Further detail on how AI is used, including its scope and safeguards and third-party sharing is available in our Privacy Notice.

An anonymised version of responses in a list or summary of responses received, and in any subsequent review reports may be published. We may also share your personal data

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where required to by law. You can leave out personal information from your response entirely if you would prefer to do so.

Wherever possible avoid including any additional personal data in free-text responses beyond that which has been requested or which you consider it necessary for DBT to be aware of.

We will process your personal data in accordance with all applicable data protection laws. See our [privacy policy](#).

We will publish a government response on GOV.UK.

Quality assurance

This consultation has been carried out in accordance with the governments [consultation principles](#). If you have any complaints about the way this consultation has been conducted, please email: enquiries@businessandtrade.gov.uk

About you

Wherever possible please avoid including any additional personal data in free-text responses beyond that which has been requested or which you consider it necessary for DBT to be aware of.

For employers, we consider the number of employees in the organisation to allow us to assess the impact of the Government's proposals in relation to employer size.

Please provide the following:

Question 1: Please indicate whether you are responding as:

- ☐ An individual
- ☐ An academic, or on behalf of an academic or research organisation
- ☐ An employer
- ☐ A legal representative
- ☐ A business representative organisation (please specify)
- ☐ A trade union or staff association (please specify)
- ☐ A charity or interest group
- ☐ Other – please specify

Question 2: If responding as an employer, business, business owner or business representative, approximately what is the size of your business? If responding as an individual or worker, what size workplace are you employed in?

- ☐ Micro (fewer than 10 workers)
- ☐ Small (11 to 50 workers)
- ☐ Medium (51 to 250 workers)
- ☐ Large (250+ workers)
- ☐ Don't know
- ☐ Not Applicable

Question 3: Which region are you located in?

- ☐ North-East
- ☐ North-West
- ☐ Yorkshire and The Humber

- ☐ East Midlands
- ☐ West Midlands
- ☐ East of England
- ☐ London
- ☐ South-East
- ☐ South-West
- ☐ Wales
- ☐ Scotland
- ☐ Northern Ireland

Question 4: What sector are you based in? (Sectors added as dropdown on Qualtrics)

- ☐ Accommodation and food service activities
- ☐ Activities of households as employers; undifferentiated goods and services-producing activities of households for own use
- ☐ Administrative and support service activities
- ☐ Arts, entertainment and recreation
- ☐ Agriculture, forestry and fishing
- ☐ Construction
- ☐ Education
- ☐ Electricity, gas, steam and air conditioning supply
- ☐ Financial & insurance activities
- ☐ Human health and social work activities
- ☐ Information and communication
- ☐ Manufacturing
- ☐ Mining and quarrying
- ☐ Production
- ☐ Professional, scientific and technical activities
- ☐ Public administration and defence; compulsory social security
- ☐ Real estate activities
- ☐ Services Sector

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- [] Transportation and storage
- [] Water supply; sewerage, waste management and remediation activities
- [] Wholesale and retail trade; repair of motor vehicles and motorcycles
- [] Other service activities

Consultation

Legislative basis of right of access clause

The Employment Rights Bill formally provides the legal framework for the new right of access, however much of the detail of how the new right will work is to be set out in secondary legislation. A full list of the powers to make secondary legislation in relation to trade union right of access can be found below. For the purposes of seeking views from the public, the government has divided this consultation into three thematic areas:

- 1) Requesting and negotiating an access agreement
- 2) Central Arbitration Committee (CAC) determinations on whether access takes place or not
- 3) How the CAC is to take decisions on the value of fines for breaches of access agreements

Summary of matters that can be set out in secondary legislation

Section that will be inserted into the 1992 Act* by the Bill & Subsection/Paragraph	Description of power
70ZB	Enables secondary legislation to set out the following requirements in relation to the access request made by a trade union to the employer
70ZB (3)(a)	- form that the request for access must take
70ZB (3)(b)	- the information that this notification should include
70ZB (3)(c)	- the manner in which the notification is sent
70ZB	Enables secondary legislation to set out the following requirements in relation to the access response made by a trade union to the employer
70ZB (5)(a)	- form that the response notice from the employer to the unions access request must take
70ZB (5)(b)	- the information that this response notice should include
70ZB (5)(c)	- the manner in which the response notice is sent
70ZC (a)	Enables secondary legislation to set the time period, starting on the day the access request was given by trade union, by which employer should respond to the trade union's access request
70ZC (b)	Enables secondary legislation to set out the time period, starting on the day the response notice was given, by which employer and trade union should complete negotiations on the terms of access

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70ZD (1)(d)	Enables secondary legislation to set out the form and manner for the notification from both parties to the CAC that access has been agreed
70ZE (5)(b)	Enables secondary legislation to set out the time period after which an application for a determination by the CAC cannot be made.
70ZF	Subsection 70ZF (3) enables secondary legislation to set out terms of an access agreement that the CAC:
70ZF (3)(a)	- must consider as not unreasonably interfering with the employer's business
70ZF (3)(b)	- must consider as being reasonable steps an employer should take to facilitate access
70ZF (3)(c)	- must consider as being terms that are reasonable for the union to comply with
70ZF (4)(a)	Enables secondary legislation to set out circumstances where it is reasonable for the CAC to refuse access (but does not require the CAC to refuse access).
70ZF (4)(b)	Enables secondary legislation to set out the circumstances where the CAC must refuse access.
70ZF (6)	Enables secondary legislation to set matters to which the Central Arbitration Committee must have regard in considering an application for a determination under section 70ZE.
70ZG (5)(a)	Enables secondary legislation to set out the form and manner that the notification of variation/revocation needs to be sent to CAC.
70ZJ (1)(a)	Enables secondary legislation to set out the minimum amount the CAC can order to be paid as a penalty, in the event of a successful complaint to CAC and CAC orders a penalty to be paid.
70ZJ (1)(b)	Enables secondary legislation to set out the maximum amount the CAC can order to be paid as penalty, in the event of a successful complaint to CAC and CAC orders a penalty to be paid.
70ZJ (2)(a)	Enables secondary legislation to set minimum and/or maximums as fixed amounts.
70ZJ (2)(b)	Enables secondary legislation to specify the minimum and/or maximum penalties by reference to specified factors that CAC must refer to when determining level of penalty fines.
70ZJ (2)(c)	Enables secondary legislation to specify that the minimum and/or maximum is also subject to an overall minimum or maximum. E.g. a maximum fine linked to annual turnover could also be subject to a fixed cap.
70ZJ (4)	Enables secondary legislation to set out the matters to which the CAC must have regard when determining the level of penalty fines

* Trade Union and Labour Relations (Consolidation) Act 1992



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Section 1 - Requesting and negotiating an access agreement

Under the new right of access, where a trade union wants access to a workplace or group of workers, they must first provide the employer with a request for access. The employer must then respond to that request, either accepting or rejecting the request. Where the employer rejects the request, or part of the request, there is then a negotiation period for the two parties to seek to find agreement. Where agreement is not possible, either party can refer the case to the CAC for a determination on whether access should take place.

Section 1A: How to apply for access and respond to a request for access

Background

The Employment Rights Bill sets out a framework for how a qualifying trade union (a trade union that has a certificate of independence) may provide an employer with a request for access.

We are seeking views on the information that should be included in the union's request for access and the employer's response, as well as the form and manner of these notices.

1) Form and manner of access requests and responses

Proposal

The government proposes that access requests and responses should be made in writing and directly, for example via an email or letter.

The government proposes that it provides a standardised approach and template for access requests and responses through the new Code of Practice on Trade Union Right of Access, which we will encourage both trade unions and business to use. This will help ensure that requests and responses are clear, improve accessibility and reduce administrative burden on the trade union and the employer.

Questions

Question 1 – Do you agree access requests and responses should be made in writing

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

Question 2 – Do you agree access requests and responses should be provided directly via email or letter

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

Question 3 – Do you agree access requests and responses should be made through a standardised template provided by the government

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

2) Information contained within access requests from the trade union

Proposal

The government proposes that a union's request for access must include:

- a sentence making clear that it is a request for access under section 70ZB of the Trade Union and Labour Relations (Consolidation) Act 1992
- a description of the group of workers that the union is seeking access to
- the purpose of the requested access
- the type of access requested (physical and/or digital), including a brief description of the nature of the access that is requested
- the requested date of the first access visit
- information on how the union will provide practical information about the visit, for example an e-mail address or alternative contact details for the trade union
- the notice period the union will give between access being agreed and access taking place for the first time, and any subsequent arrangements for notice
- the frequency of access requested

- in the case of physical access, the location of the workplace(s) to which access is being sought (this can include multiple workplaces in one access request)
- number of members the union has at the workplace(s)/employer

Questions

Question 4 – Do you agree with the proposed information to be included in a trade union's request for access?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

3) Information contained within access responses from the employer

Proposal

The government proposes that an employer's response to an access request should include:

- a sentence making clear that it is a response under section 70ZB of the Trade Union and Labour Relations (Consolidation) Act 1992
- whether the employer accepts or declines the access terms submitted by the trade union (either in whole or in part)

If accepting the request:

- the workplaces where the workers being sought access to are located (if the union has not listed them all in their request)
- the name and contact details of the appropriate person at the employer the union should liaise with as necessary in regard to access
- an email address or alternative contact details for the employer

If rejecting the request:

- if rejected only in part, which part(s) of the request they reject to
- an explanation of why they have rejected the request, in whole or in part
- an email address or alternative contact details for the employer

Questions

Question 5 – Do you agree with the proposed information to be included in an employer's response to a trade union's access request?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

4) Notifying the CAC that access has been agreed

Proposal

Where trade unions and employers come to an agreement on a request for access, they must notify the CAC that access arrangements have been agreed. The government proposes, in line with request and response notices, that this notification is provided in writing and directly on behalf of both parties. As with access requests and responses, the government proposes that it provides a standardised approach and template for notifications to the CAC through the new Code of Practice on Trade Union Right of Access, which we will encourage both trade unions and business to use.

Questions

Question 6 – Do you agree with the proposal on how the parties should notify the CAC that an access agreement has been reached?

☐ Yes

☐ No

[FREE TEXT BOX] If your answer is no, please explain your reasoning or give an alternative.

5) Form and manner of joint notifications to the CAC of a variation or revocation of an access agreement

Proposal

There may be circumstances where the parties will want to vary or revoke an access agreement, for example if the address of the workplace changed or the workers have moved to a different premises. To do this, the parties will need to speak to each other and agree on the terms of the variation or revocation, and then jointly notify the CAC. The government proposes that joint notifications to the CAC of a variation or revocation of an access agreement should be made in writing and directly, for example via an email or letter.

Questions

Question 6 – Do you agree with the proposal on how joint notifications to the CAC of a variation or revocation of an access agreement are made?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

Section 1B: Response, negotiation, and referral to the CAC periods

Background

The parties involved in the negotiation of an access agreement will be required to adhere to specified time-bound requirements. This is to ensure that access requests are agreed or referred to the CAC in a timely manner.

1) Response period for employers

Proposal

The first time-based requirement is the 'response period'. This is the period of time from when an employer receives an access request to when they must respond to the access request either accepting the terms of access or refusing the terms of access. If an employer does not respond within this period, then the CAC can, upon notification from the trade union, begin its process of deciding whether or not access takes place.

The government proposes that employers have 5 working days to respond to a union's request for access. We consider that this provides them with sufficient time to consider the access request and prepare a response.

Questions

Question 7 – Do you agree with the proposed time period of 5 working days for the employer to respond to the trade union's request for access?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

2) Negotiation period

Proposal

The second time-based requirement is the 'negotiation period'. This is the period of time between when the employer's response is given and when the parties must conclude

negotiations on the terms of access. If terms are not reached by the end of this period, then the union can notify the CAC and the CAC can begin its process of deciding whether or not access takes place.

The government considers that the negotiation period should be 15 working days. We consider that this is sufficient time for the employer and union to discuss the access request and find solutions to any concerns raised. This time period is also consistent with the period for negotiating access requests during the statutory recognition process as provided for by the Employment Rights Bill.

Questions

Question 8 – Do you agree with the proposed time period of 15 working days for the employer and trade union to negotiate the terms of an access agreement?

☐ Yes

☐ No

[FREE TEXT BOX] If your answer is no, please explain your reasoning or give an alternative

3) Period for CAC referral

Proposal

The third time-based requirement is the time in which a referral can be made to the CAC. Where the trade union and employer have not been able to agree on the access request, either party can refer the request to the CAC for a determination. The government intends to set a maximum period that can elapse between when an access request is made and when an application can be made to the CAC. This is to ensure that access requests are dealt with quickly and employers are not left in an ongoing uncertain position about whether the request for access will be referred to the CAC.

The government proposes that the period of time after which a party can no longer submit a request for the CAC to make a decision should be **25 working days**, starting from the day the request for access is submitted. This would mean that the employer or union has a minimum of five working days to request that the CAC make a decision on whether access takes place or not following the response and negotiation period.

Questions

Question 9 – Do you agree that there should be a limit of 25 working days for a party to request that the CAC make a decision on access following an access request being submitted?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

Section 2 – Central Arbitration Committee (CAC) determinations

Where a trade union and an employer are unable to agree an access arrangement through negotiation between themselves, one of the parties can request that the CAC take a decision on whether access takes place or not. If the CAC chooses to grant access at this stage, it will specify the terms on which the union are to have that access, including any assistance that the employer must provide in relation to that access. When making this decision the CAC can make enquiries, as well as make requests for information to help inform their decision making. Following the conclusion of their decision-making process, the CAC will communicate their decision to both the trade union and the employer in writing.

When taking a decision on whether access should take place, and the terms on which it should take place, the CAC will be guided by the access principles set out in the Employment Rights Bill. There are five access principles.

- 1) That a trade union should be granted access for any of the access purposes in a manner that does not unreasonably interfere with the employer's business.
- 2) That an employer should take reasonable steps to facilitate access.
- 3) That physical access should not be refused solely on the basis that digital access has been permitted.
- 4) That digital access should not be refused solely on the basis that physical access has been permitted.
- 5) That access should be refused entirely only where it is reasonable to do so.
- 6) These principles reflect the government's intention that trade unions should have access to workers, but that this access should not unreasonably interfere with the employer's business and that employers should not have to take unreasonable steps to facilitate access.

The government wants to ensure that the new right of access provides unions with the ability to support and recruit members as well as facilitate collective bargaining, while ensuring this is done in a regulated way that works for employers.

CAC determinations on access are required to be consistent with these principles, subject to any further factors the government instructs the CAC to consider via secondary legislation. The government intends to include factors in the following categories:

- 1) circumstances where access must not be granted
- 2) circumstances where it is reasonable for access not to be granted
- 3) terms in an access request that should be considered as model terms by the CAC

4) further matters for the CAC to have regard to

We are seeking views on the factors that the CAC should consider when making decisions under each of these categories. We have made proposals, which we would like stakeholder views on, but we would also like to know where there are additional factors that respondents consider should be considered by the CAC.

Following this consultation these factors will be set out in secondary legislation. We will also be consulting on a new Code of Practice on access next year which will provide further guidance on the new right of access. This will be a further opportunity to provide views on how the access framework should operate in practice.

Section 2A: Circumstances where access must not be granted

Background

The secondary legislation will specify circumstances under which the CAC must refuse access. This will include circumstances that would prejudice the security or defence of the United Kingdom or the investigation or detection of offences. The government considers that there are several further circumstances under which access must not be granted, and would welcome views on other circumstances where access must not be granted that are not mentioned here.

1) Size of the employer

The right of access framework provided for in the Bill applies to all employers regardless of their size. The government has, however, listened to concerns raised about the impact the new right might have on smaller employers, who may find facilitating access requests difficult. We are therefore considering whether there should be an exemption from the new right of access for employers of a certain size. We also expect that most trade unions will focus their requests for access on larger employers where there are more prospective members.

Options

Option 1 – exemption for employers with fewer than 21 workers

The statutory trade union recognition scheme, used where employers and unions cannot voluntarily agree on trade union recognition, excludes employers with fewer than 21 workers on the day the employer receives the access request. Trade unions will often, although not always, seek access to workers to organise and build support with the aim of becoming recognised at that employer to negotiate on behalf of the workers. Applying the same threshold to the new right of access would therefore provide consistency with the statutory recognition scheme. It should be noted that if a threshold were applied, this would not prevent employers and unions voluntarily agreeing access with employers with fewer than 21 workers outside of this statutory framework.

Option 2 – no exemption

The framework, as provided for by the Bill, would apply to all employers regardless of their size. Not providing an exemption for smaller employers would ensure that all workers, regardless of the size of their employer, would be able to enjoy the benefits of the new right of access. This option may cause difficulties for some smaller employers who may find responding to access requests and facilitating access visits difficult.

Option 3 – CAC takes employer size into account

It is also possible to provide that the CAC must consider employer size when deciding on whether access should be granted, but without the government applying a specific numerical threshold. The CAC would still have the discretion to impose access in employers of any size, but this would reduce the likelihood that access is granted to smaller workplaces. Further detail would be set out in the Code of Practice on access. This would allow for a more flexible approach that allows the CAC to use their discretion when determining access, but it would provide less certainty for unions and employers.

Proposal

The government proposes that employers with fewer than 21 workers should be excluded from the new right of access (option 1). This will provide certainty to smaller employers while allowing trade unions to seek access to the vast majority of workers.

The threshold would be defined in the same way that it is for statutory recognition in Schedule A1 of the Trade Union and Labour Relations (Consolidation) Act 1992. This means that an employer's size is defined in relation to its total size, including that of its 'associated employers'. This means that a franchised workplace of fewer than 21 workers will be in scope of the policy if they are a part of an employer with 21 or more workers.

Questions

Question 1 - Do you agree that employers with fewer than 21 workers should be exempt from the right of access policy?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

2) Initial notice period

Under the framework provided by the Employment Rights Bill, where a case has been referred to the CAC and they have determined that access should take place, there is no specified notice period before access can take place. The government is concerned that this could lead to circumstances where employers do not have sufficient time to prepare for access before it takes place, and may lead to unintentional breaches of access agreements.

Proposal

In circumstances where a case has been referred to the CAC and they have determined that access should take place, the government believes that employers should have a

specified period of time to prepare for access. The government believes that this should be a period of 5 working days from the notification of the CAC's decision. This will provide employers with sufficient time to prepare for access. This would be achieved by setting out that the CAC must refuse an access arrangement unless the agreement contains provision for at least five working days of notice before the first access takes place once the agreement is finalised. This would provide a minimum notice period. There may be circumstances where the CAC considers there should be more than a five working days' notice period.

Questions

Question 2 - Do you agree that the CAC should refuse access unless the access agreement specifies that there will be a minimum of 5 working days between when the terms of the initial access agreement are finalised and when access takes place for the first time?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

3) Access agreement expiry dates

In the event of an access agreement being agreed and implemented, parties should have a clear understanding of the duration of such an agreement. An access agreement should always operate to the extent that it remains relevant to the workers or workplaces in question. Access agreements can be subject to revision or termination. However, there may be circumstances where access agreements are not revised or revoked for long periods of time. The government wants to avoid scenarios where workplaces are covered by numerous dormant access agreements that may make it more difficult for trade unions to apply for new access agreements that are tailored to the circumstances of the day in that workplace.

Proposal

The government proposes that access agreements under the statutory framework should not be granted by the CAC where they do not have an expiry date.

The government proposes that the expiry period should be a maximum of 2 years, starting from the day that the access agreement comes into force. The expiry date time limit could be reset if the access agreement was varied, as this would indicate that the agreement was still in use and was still relevant. This would offer a clear and simple date at which both the employer and the trade union are certain that the access arrangements will cease to be in place. This will ensure that access agreements remain relevant and that those that have become dormant expire. The government recognises that the need for access agreements to be re-requested or revised every two years presents a risk that it will add to the CAC's workload, but we consider this will be manageable.

The government wants to see access agreements formed under this statutory framework helping to foster trust and dialogue between employers and trade unions. Where both parties are content that a formal access agreement is no longer required after it has expired, the government encourages the parties to continue access on a more informal basis, outside of the statutory framework.

Questions

Question 3 – Do you agree that access agreements should expire two years after they come into force?

☐ Yes

☐ No – there should be a different time limit.

☐ No – there should be another mechanism to remove dormant access agreements.

☐ No – there should be no requirement for access agreements to have an expiry date.

Please explain your answer.

Question 4 – In general, are there other circumstances under which you think that the CAC must refuse access? (This question refers to section 2A generally).

Section 2B: Circumstances where it is reasonable for access not to be granted

Background

The government intends to specify circumstances under which it is reasonable for the CAC to refuse access. This means that the CAC should consider these circumstances when deciding if access takes place, though it is not obligated to refuse access under these circumstances. The Bill included a non-exhaustive list of matters that could be covered in those specified circumstances. The government considers there are several circumstances where it is reasonable for access not to be granted, and would welcome views on other circumstances where access should not be granted that may not be mentioned here.

1) Presence of a recognised union

Under the right of access framework, a trade union may choose to seek access to a group of workers who are already substantially represented by a recognised union in the workplace in question. This could lead to division and disruption within the workforce in which a union is already effectively representing a group of workers. However, it would not be appropriate to require the CAC to refuse access whenever an employer has recognised another union as there will be circumstances where a union is only recognised in respect of certain workers within that employer and a union is applying for access to another group of workers.

Proposal

The government therefore proposes that where an employer already recognises an independent trade union to negotiate on behalf of the group of workers in question, the CAC should consider that a reasonable basis on which to refuse access. This consideration would not automatically prevent access being granted but would make it less likely and help the CAC assess the potential impact of a new access arrangement on workplace harmony and representation.

Questions

Question 5 – Do you agree that the presence of a recognised union representing the group of workers to which the union is seeking access be considered a reasonable basis for the CAC to refuse access to another union?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

2) Ensuring employers are not obligated to allocate more resource than is required to fulfil the terms of the access agreement

Employers will have to take reasonable steps to facilitate union access, but the government does not want employers to be required to make significant structural changes to their workplace such as constructing new meeting spaces or implementing a new IT system in order to facilitate access. Instead, the employer should make use of its existing facilities. The employer should then take reasonable steps to facilitate access within that.

Proposal

The government proposes that when taking decisions on access, the CAC should take into account that employers should not be required to allocate more resource than is required to facilitate the terms of an access agreement. Specifically, an employer should not, for the purposes of facilitating the terms of an access agreement, be required to:

- Construct new meeting places in the workplace
- Implement new IT systems

Questions

Question 6 – Do you agree that an access application that would require an employer to allocate more resources than is necessary to fulfil the agreement (e.g., constructing new meeting places or implementing new IT systems) should be regarded as a reasonable basis for the CAC to refuse access?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

3) ‘Model’ agreements

Where an access agreement is referred to the CAC for a decision, this decision will by default be made by a three-member panel, as is standard practice for the CAC. However, if the CAC considers the application to be less complex, this can be reduced to a single member, which may result in a faster process.

The government intends to specify terms that the CAC must consider when determining the relative complexity of an individual application for access (the ‘model’ terms). The CAC will refer to these model terms when assessing the complexity of the case. Where a union’s request for access is consistent with these terms, the CAC is more likely to consider the request less complex, and therefore eligible to be reviewed by a single person panel, which may expedite the application’s progress from the application stage to the point of being granted access. Through this and the Code of Practice, the government intends to capture what is considered ‘best practice’ with regards to trade union right of access.

The CAC will also consider these terms when determining whether to grant access or not. Where the union’s request for access is consistent with these ‘model’ terms, the CAC is more likely to consider that access should be granted.

This consultation seeks views from respondents on what these ‘model’ terms should be. The government considers there are two specific terms that should be included but welcomes suggestions on if there should be others that are not mentioned here.

a. Frequency of access

Access agreements are likely to include the frequency with which access will take place. It is important the access to workers take places regularly enough for the trade union to carry out the purposes of the access agreement effectively, whilst limiting disruption for employers as far as possible.

Proposal

The government proposes that **weekly access** (physical, digital or both) is a reasonable requirement for employers to facilitate whilst also being frequent enough for trade unions to carry out the purposes of access agreements effectively.

Weekly access will provide trade unions with regular contact with workers and allow for continued discussions on an ongoing basis. It would allow unions to develop relationships with workers and assist them in generating momentum behind a future recognition bid.

Some employers however may consider weekly access to be overly burdensome to facilitate.

Questions

Question 7 – Do you agree that weekly access (physical, digital, or both) be included as a ‘model’ term in access agreements, to help support regular engagement between trade unions and workers??

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

Question 8 – Please describe any other terms that you think should be regarded as ‘model’ terms.

b. Notice periods for access

It is important that once an access agreement is in force that the union continues to provide sufficient notice ahead of future access taking place.

Proposal

The government proposes that access applications that contain a commitment from the union to provide at least two working days of notice to the employer of upcoming access taking place as the agreement is implemented should be regarded as a ‘model’ term by the CAC.

Questions

Question 9 – Do you agree that access agreements include a commitment from the union to provide at least two working days’ notice to the employer before access takes place?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

4) Further matters for the CAC to have regard to

In addition to the circumstances under which the CAC must refuse access, the circumstances under which it is reasonable for the CAC to refuse access, and the ‘model’ access agreement terms, the government is also able to specify further matters that the CAC must consider when making a determination on access. The government is seeking

views from respondents on what additional matters they see as important to reflect here as matters for the CAC to consider.

Questions

Question 10 – Are there any further matters to which you think the CAC must have regard when making determinations on access? If so, what are they? For example, you might want to suggest practical, legal, or workplace-specific considerations that haven't already been covered.

Section 3 – Maximum value of fines and how the value of fines for breaches are determined

The Employment Rights Bill provides for an enforcement mechanism managed by the CAC for access agreements established through the framework set out in the Bill. Within this system, the CAC can impose a penalty fine for non-compliance with access agreements.

Where a party considers an access agreement has been breached, the mechanism operates as follows:

Step 1: A party complains to the CAC that the other party has breached the access agreement, or that a third party has taken steps to prevent access or has prevented access.

Step 2: The CAC can then vary the agreement (for example, extending any expiry time limit), make a declaration that the complaint is well-founded or not, and, if it is well founded, issue an order requiring specified steps to be taken in order to ensure that the agreement is complied with.

Step 3: If the CAC makes a declaration that the complaint is well founded, a further complaint can be made if the other party or third party has carried out the conduct complained of again within 12 months (for example, breaching agreement); or has breached (at any time) a CAC order requiring specified steps to be taken. The further complaint to the CAC under this step must be made within three months of the alleged breach. If this happens:

- the CAC can then make a further declaration that the complaint is well-founded or not
- if it is well-founded, then the CAC can (if it considers it appropriate) make an order requiring a penalty to be paid to the CAC, who then pay it to the Consolidated Fund
- a declaration or order requiring the party to pay a penalty may be relied on (and enforced by the CAC or a party to the access agreement) as if it were a declaration or order made by the court. The CAC is also able to make public information relating to the penalty fines it has issued

Step 4: There is an appeal route to the Employment Appeal Tribunal (EAT) on any question of law arising from any CAC determination, declaration, or order requiring payment of a penalty.

The government is seeking views on how the value of the penalty described in Step 3 should be calculated. We are seeking views on the maximum value of the fine that the CAC can issue, and the matters the CAC must consider when deciding the value of penalty fines.

1) Maximum value of the fine

The government will specify the maximum value of the fine. We consider there are two options:

Options

Option 1: A maximum fine of £75,000

The government proposes specifying a maximum fine of £75,000. This would set a clear upper limit on the penalty amount and provide for penalty fines that are proportionate to the nature of breaches that may occur under the access framework. This approach is consistent with an existing cap on fines that can be issued for breaches under the Information and Consultation of Employees Regulations 2004 (“the ICE Regulations”). A single fixed amount also offers clarity and certainty for all stakeholders and reduces complexity for the CAC when setting penalties. However, it is possible a cap at this level may not provide a sufficient deterrent if a larger organisation were to repeatedly breach access agreements.

Option 2: A two-stage maximum linked to repeated breaches

This option would introduce two maximum penalty amounts: a standard cap of £75,000 (consistent with the ICE Regulations), and a higher maximum for repeated breaches (an upheld complaint following at least one previous upheld complaint for which the CAC had issued a penalty). The government considers this higher amount should be £150,000, double the initial cap. This approach seeks to be proportionate, taking into account an organisation’s compliance history, providing stronger deterrence against repeat breaches and greater flexibility to address persistent non-compliance.

Proposal

The government proposes **Option 2** as a suitable model for the right of access framework. It offers a clear maximum whilst ensuring that fines are proportional to the nature of the breach in question, whilst being significant enough to deter contraventions of the terms of access agreements.

Questions

Question 1 – Which of the following options do you consider most appropriate for setting the maximum value of the fine?

☐ Option A: A fixed maximum fine of £75,000

☐ Option B: A two-stage system: £75,000 for initial breach and up to £150,000 for repeated breaches

☐ Neither of these options

Please explain your answer or suggest an alternative approach.

2) Matters the CAC must consider when deciding value of fines

The government will specify a list of factors that the CAC must be guided by when deciding values of fines.

Proposal

We propose the following factors would be considered by the CAC when determining the penalty amount for non-compliance:

- The gravity of the failure – This ensures that a breach is penalised in proportion to its severity and impact, maintaining an enforcement framework that is both robust and fair.
- The duration of the failure – This would enable consideration of how long the breach(es) persisted. This ensures ongoing non-compliance with an access agreement are addressed appropriately.
- The reason for the failure – This would support the CAC in assessing the nature of the breach, distinguishing between deliberate obstruction, negligence, or genuine error, ensuring the penalty amount reflects the liable party's conduct as well as outcome.
- The number of workers affected – Where the breach directly impacted a group of workers, this would allow the CAC to take account of how many workers were affected by the breach, whether through being denied access to union officials, or through access provisions exercised in a way that caused disruption. This helps ensure the penalty reflects the extent of its reach.
- Scale of the organisation - This factor would take into account the overall size of the liable party, looking at its total number of workers or members. This helps ensure that the penalty is proportionate to the scale and context of the organisation.
- Previous history of non-compliance – This would allow the CAC to consider whether the liable party has previously failed to comply with an access agreement and this complaint against them was previously upheld by the CAC. This ensures that repeated breaches attract a higher penalty while isolated breaches are treated proportionately.

This approach would ensure that fines are proportionate to the nature and impact of the breach, while providing the CAC with a familiar and structured decision-making framework.

Questions

Question 2 – Do you agree with the proposed matters the CAC must consider when determining fines?

☐ Yes

☐ No

If your answer is no, please explain your reasoning or give an alternative.

Next steps

This consultation will close at 11.59pm on 18 December 2025. Following the closure of this consultation, we will analyse the responses before publishing a government response.

Responses to this consultation will inform the secondary legislation on the new trade union right of access. The government will also be producing a Code of Practice for right of access. Government will launch a public consultation on this code in Spring 2026. The intended go-live date of the right of access policy is October 2026.

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