

Fair Work Charter

Fair Work Charter Introduction

This interim Fair Work Charter for offshore wind is a tripartite agreement between unions, business and government. The Charter aims to ensure clean energy jobs are always good jobs as set out by the Department for Energy Security and Net Zero's (DESNZ) Clean Energy Jobs Plan. Its scope is set out in the Clean Industry Bonus Allocation Framework, and it will be monitored and enforced in line with the processes set out by DESNZ.

The Charter will set a baseline for the sector in Allocation Round 8, by aligning with the Employment Rights Act 2025 and other relevant legislation, which sets out the government's goals of improving workers' rights across the economy.

The Charter also reflects and encourages good practice already being demonstrated by many employers in the clean energy sector; several organisations are already operating at or beyond the standards set out in this Charter including by working with their recognised trade unions.

Currently, industry organisations have enabled input from and interaction with workers via a range of channels such as through staff engagement surveys, forums networks and consultative committees.

The Fair Work Charter commitments aim to support and sustain good quality jobs that contribute to economic growth, deliver benefits to workers and communities, and help grow domestic industry.

Chapter 1: Independent Worker Voice

As parties progress towards implementation of this Charter, signatories commit to enabling worker voice through a combination of channels in addition to the principles and provisions below.

Purpose of Early Operationalisation

Signatories commit to taking practical, early steps to enhance and maintain channels for effective worker voice within organisations as part of the ambition to ensure clean energy jobs are good jobs.

These new steps are intended to prepare workplaces for the new statutory rights and duties anticipated to come into effect in October 2026.

The Employment Rights Act 2025 is expected to introduce new obligations including on trade union access and the statutory duty to inform workers of their right to join a union. Any early operationalisation measures adopted under this Charter will be reviewed and, if necessary, amended upon the commencement of relevant provisions of the Employment Rights Act 2025 and any other relevant legislation.

Principles

Good faith — Employers and trade unions will engage constructively and in good faith to implement the Charter, building relationships based on mutual respect and trust. Relationships between trade unions and employers will be collaborative and cooperative, including where disagreements arise.

Meaningful — Trade union access should be meaningful, practical and in line with any provisions enshrined within the Employment Rights Act 2025 and other relevant legislation and not reduce activity to technical compliance. Arrangements will be tailored by site, as appropriate, taking account of operational realities, safety and security requirements including offshore, and the need to avoid disruption to critical operations.

Information exchange — Employers and trade unions will share, as reasonably practicable, information relevant to planning access (for example, workplace locations, shift patterns and workforce numbers), taking a good faith approach.

Worker benefit — Access should be facilitated without cost or detriment to workers and should, where appropriate, take place during paid time within reasonable limits subject to operational requirements. Access will be scheduled so as not to disrupt operations or compromise safety, security or regulatory compliance.

Pro-active collaboration — Over the period of implementation parties will negotiate voluntary access agreements that cover both physical and digital channels of communication, as relevant. Such agreements may include site-specific schedules describing locations, intervals, notice periods, points of contact and any necessary safety, security and induction requirements.

Beyond minimums — Compliance with statutory requirements of the Employment Rights Act 2025 and associated guidance is a baseline; signatories should pursue good practice that exceeds legal minimums where feasible.

Provisions

1. Early implementation of trade union access rights

Signatories will demonstrate early implementation of the access rights to be introduced by the Employment Rights Act 2025 and associated guidance, by negotiating and signing one or more Voluntary Access Agreements with relevant trade unions. Voluntary Access Agreements should:

- Be developed within the early implementation period.
- Enable reasonable and meaningful physical access to speak with workers at intervals at least in line with the frequency specified of the Employment Rights Act 2025, with reasonable prior notice, in agreed areas, subject to health, safety, security and operational requirements.
- Recognise that offshore access will be subject to POB [Persons On Board] limits, marine conditions, emergency priorities and current operations.

- Provide for acceptance of reasonable access requests within a mutually agreed timeframe, at least in line with the notice period laid out in the Employment Rights Act 2025.
- Provide comprehensive digital access where requested by trade unions, such as a digital union noticeboard on company apps or intranets and mechanisms for digital meetings.
- Provide a union slot in staff inductions, with coordination between project leadership and unions to agree frequency.
- Ensure privacy and non-monitoring of attendance for access meetings, including refraining from intrusive monitoring or recording of which workers attend.
- Provide reasonable assistance to unions to overcome practical barriers to access (for example, assistance with security clearance procedures including in ports or Wi-Fi access for digital meetings including on vessels).

Voluntary Access Agreements should be proportionate to the operational context of the signatory, consistent with the principles set out in this charter, consistent with legal and safety requirements for the workplace, and could follow the basis of a model agreement.

2. Supply-chain and contractor engagement

Signatories will take a proactive role in supporting trade union access across projects by:

- Providing trade unions with information identifying major contractors and supply-chain companies across the breadth of the supply chain operating within the UK and UK EEZ, insofar as reasonably practicable, lawful and consistent with confidentiality obligations.
- Raising awareness with and facilitating introductions to contractors and subcontractors working within the UK and UK EEZ on signatory projects about trade unions, where reasonable and practicable, to encourage and facilitate positive engagement and positive industrial relations for project delivery.

These measures do not remove the legal responsibilities of contractors and subcontractors, but seek to encourage and facilitate positive engagement across the supply chain.

3. Early implementation of the duty to inform workers of their right to join a trade union

Signatories commit to early operationalisation of the upcoming statutory duty to regularly inform workers of their right to join a trade union. Early operationalisation should include:

- Regular joint information, with trade unions where appropriate to workers on their right to join a union. Employers making available information to their workforce, including at inductions, about all unions they have agreements with.
- Making clear that the decision about whether and which union to join rests solely with workers.

Communications should be accessible and delivered in ways that reach the workforce (for example, face-to-face briefings, digital notices, and inclusion within new-starter information packs).

Chapter 2: Health, Safety and Welfare

High health and safety standards are an imperative for workers, employers and trade unions and it is accepted that signatories of the Fair Work Charter commit to striving for best practice Health and Safety across their offshore wind operations.

Signatories commit to the following principles:

- **Good practice:** Trade unions, employers, and industry recognise that legal minimums and statutory requirements are not the extent of health and safety. Industry seeks continuous improvement to the standards of health and safety in offshore wind to ensure risk is as low as is reasonably practicable and the UK takes a lead, setting standards for other geographical jurisdictions.
- **Pro-active communication:** Communicate that health, safety and welfare are strengthened through collaboration between employers and workers, across industry, and with independent trade unions, where such relationships exist.
- **Pro-active collaboration:** Support health and safety representatives that have been elected / nominated from the workforce (including those covered by relevant trade union agreements) to undertake their role, including:
 - Reasonably involve them in existing, relevant H&S processes, relevant inspections, significant accident and incident investigations and H&S committees,
 - Consulting them on new H&S plans and materials relevant to the workforce
 - ensuring they have the access to appropriate H&S information required to undertake their role and to attend health and safety committee meetings
 - ensuring they have paid time required to undertake their role, with their usual workload appropriately adjusted
- **Support inspections:** Ensure that UK HSE Inspectors have access to sites and vessels, subject to operational needs and constraints, utilising the asset's normal means of personnel transfer, where these exist, and support to carry out their statutory duties.
- **Breadth of sector:** Broaden trade union representation in H&S forums, and ensure industry and trade unions engage collaboratively with Global offshore

wind health and safety organisations (including, for example, G+) to deliver best practice across the breadth of activity required to deliver offshore wind in UK EEZ, including manufacturing, installation, maritime and shipping contractors and supply chains within the maritime regions covered under the provisions of the Fair Work Charter or *UK Employment law* jurisdiction.

- **Sub-contracting risks** Recognise the increased potential for risk in each tier of sub-contracting, particularly when these are carried out offshore. As there are often many sub-contractors involved in offshore wind, ensure processes are in place to engage all parties in best practice health and safety.

Closing Statement

The Fair Work Charter aims to support constructive, practical arrangements that strengthen worker voice and prepare workplaces for the statutory changes ahead. Signatories pledge to work collaboratively to implement these measures in good faith and in a way that benefits workers, employers and communities.

Legal Notice

While this Charter itself creates no legal obligations and confers no rights on third parties, it does not preclude legal obligations resulting from its implementation.

For the avoidance of doubt, nothing in this Charter affects statutory rights or fetters any party's position in any statutory recognition or bargaining process. All engagement under this Charter will be conducted consistently with applicable law and with due regard to health and safety, site security, data protection and operational continuity.

Fair Work Charter Governance Framework

This Fair Work Charter (FWC) Governance Framework sets out how employers that adhere to the FWC and trade unions signatories will work to implement their commitments. It provides for the means by which implementation will be evidenced and monitored, as well as a process for dispute resolution and enforcement.

This sits alongside, but separate to, the CIB enforcement mechanism. CIB enforcement mechanisms and penalties are contained within the CIB Allocation Framework, Guidance and Contract documents published by DESNZ. For the avoidance of doubt, this Framework is without prejudice to the CIB enforcement mechanism, and these are not duplicated within this governance document.

DESNZ will require employers who are signatories to the FWC to provide evidence of progress towards delivery of their commitments under the FWC, including on Voluntary Access Agreements.

This FWC Governance Framework does not seek to replicate the enforcement channels provided by the Trade Union and Labour Relations (Consolidation) Act 1992 and the Employment Rights Act 2025. Rather, the governance framework is designed to provide an enforcement mechanism for the specific commitments outlined in this FWC. There may, therefore, be instances in issues of industrial relations in which (i) the Employment Rights Act 2025 enforcement channel is invoked alone; (ii) the enforcement channel set out in this FWC Governance Framework is invoked alone; (iii) or the enforcement channels in both the Employment Rights Act 2025 and the Governance Framework are invoked simultaneously without one prejudicing or influencing the other.

Definitions

- “Acas” is the Advisory Conciliation and Arbitration Service; Acas services include conciliation and arbitration.
- “Arbitrator” means an Acas arbitrator offered as part of Acas services.
- “Chapter” means the short sections set out in this FWC.
- “CIB Allocation Framework and Guidance” means the CIB Allocation Framework and CIB Guidance as published by DESNZ¹.
- “Complainant” means a FWC signatory that raises a dispute resolution application with Acas.

¹ [Contracts for Difference \(CfD\) Allocation Round 8: Clean Industry Bonus framework and guidance - GOV.UK](https://www.gov.uk/government/consultations/contracts-for-difference-cfd-allocation-round-8-clean-industry-bonus-framework-and-guidance)

- “Conciliation” means the service offered by Acas.
- “Contract” means the Contracts for Difference (CfD) contract for Allocation Round 8.
- “Counterparty” means a FWC signatory that is the subject of a dispute resolution application by another FWC signatory.
- “Developer” means the developer of an offshore wind project that has applied to the CIB and is a signatory of this FWC.
- “Employer” means the project, service provider, or supplier as referenced in the CIB Allocation Framework.
- “Fair Work Charter (FWC)” means this interim FWC for AR8 as agreed by trade union and industry representatives.
- “FWC Statements” are the statements referred to in the ‘Signatory FWC Statement’ section of this document.
- “Health and Safety” means the Health and Safety chapter of this FWC.
- “Secretary of State” means the Secretary of State for Energy Security and Net Zero.
- “Trade union” means a Trades Union Congress (TUC)-affiliated trade union.
- “Voluntary Access Agreement” means as set out in the Worker Voice chapter of this FWC.
- “Worker Voice” means the Worker Voice chapter as set out in this FWC.

Process to become a signatory of the Fair Work Charter

Employers and TUC-affiliated trade unions can become signatories of this FWC by submitting a request to DESNZ, using the email address renewablecibs@energysecurity.gov.uk. The email should be sent from an individual with sufficient authority to commit the organisation to delivering on the commitments outlined in this FWC.

Upon receiving trade union requests to become signatories, DESNZ will check that the union is TUC-affiliated.

Once an organisation signs up, DESNZ will add them to the register of signatories, which will be made public on GOV.UK, with the following exceptions:

- a. Suppliers/ports/installers may request that their names be redacted where publication before CfD results would indicate an intended bid from an eligible generator into the CfD auction. A supplier/port/installer must put forward a valid reason why their company name should not be made public before CfD results, and the final decision on whether to redact the name or not will rest with DESNZ.
- b. The names of eligible generators and nominated service providers will be redacted until CfD results are released and made public thereafter.

DESNZ will share, confidentially under a two-way non-disclosure agreement (NDA) with trade union signatories – and Acas - the names of generators' nominated service providers that have signed this FWC. DESNZ will not disclose the specific eligible generators as part of this process.

Where there is no nominated service provider, DESNZ will share the name of the developer parent company - who have an eligible generator or other corporate entity in their corporate group - that have signed this FWC. The developer will then be expected to make the appropriate arrangements with the relevant part of its business with the relevant Unions to satisfy its CIB FWC obligations. Where the developer does not facilitate such arrangements, DESNZ will write to the generator signatory, requesting engagement with the relevant trade union within 10 working days. Any non-compliance (i.e. refusal to engage) can be addressed in the dispute resolution process set out in this governance framework.

Monitoring / reporting functions:

Implementation of this FWC will require evidencing at company level via FWC Statements and Voluntary Access Agreements, as well as monitoring by trade unions via their existing activities and engagement. DESNZ will maintain a database of Voluntary Access Agreements and a register of FWC signatories to ensure signatories meet their commitments.

The register will be public except where organisations are redacted under the rules described above.

Monitoring and reporting obligations shall be reasonable, necessary and proportionate to assessing compliance with this FWC and the specific commitments made by an employer in a FWC statement. There is a dispute resolution process (see below) to escalate implementation issues identified – by trade unions or

employers – and which cannot be resolved bilaterally. By signing up to this FWC you are agreeing to participate in the dispute resolution process should a dispute arise.

Unions receiving information under the DESNZ-union NDA must comply with the NDA and must not prejudice commercially sensitive information.

Signatory FWC Statement

Employers who are signatories of this FWC will prepare and publish on their website a 'FWC Statement' describing their actions to deliver their FWC commitments. The employer will retain final editorial control over content and timing. The Statement will be updated no more than once per calendar year unless a material change occurs, and will exclude confidential, privileged, competitively sensitive or security-sensitive information.

The Statement should identify the measures the company is taking to meet the provisions in the Worker Voice (including but not limited to any Voluntary Access Agreements that have been put in place) and Health & Safety chapters of this FWC.

The Statement will be prepared by the employer in consultation with the relevant trade union(s). (Developers should publish FWC Statements publicly after AR8 results are made public due to auction sensitivity. Suppliers can publish Statements before this point.)

Monitoring by trade unions

In practice, individual trade unions will monitor and assess specific implementation of commitments under this FWC, including by making access requests, requests for information and requests to facilitate introductions to contractors and subcontractors, and collaboration in informing workers of their rights to join a union.

Any such requests must be reasonable, proportionate and necessary to assess the employer's compliance with this FWC and the specific commitments made by an employer in a FWC Statement.

Communication

All parties commit to communication that is:

- Transparent but proportionate in relation to access to information; legally privileged material will not be disclosed, and any information shared will

remain subject to confidentiality, security, market-sensitivity constraints, and applicable data protection law.

- Proactive.
- In good time.
- In good faith (meaning acting honestly, cooperatively, fairly and reasonably).

AR8 Fair Work Charter dispute resolution

Signatories to the FWC may raise dispute resolution applications with the Secretary of State for Energy Security and Net Zero (the Secretary of State) where they believe a counterparty signatory is not meeting their FWC commitments and a trade dispute is therefore risked. If the application is admissible, the Secretary of State will request the use of Acas dispute resolution services, with Acas responsible for offering its assistance in response to such requests. Parties should endeavour to resolve issues bilaterally before raising dispute applications.

If the parties are unable to resolve the disputed issues bilaterally, the Secretary of State will request the services of Acas - including where appropriate the use of Acas arbitration – in line with the dispute resolution process. All signatories of the FWC consent to the Secretary of State requesting, on their behalf, the use of Acas dispute resolution services in this way.

Where the dispute cannot be resolved through Acas conciliation, Acas will appoint an Acas arbitrator to recommend action/s aimed at resolving a dispute.

Under the Trade Union and Labour Relations (Consolidation) Act 1992, Acas may, at the request of one or more parties to the dispute or otherwise, offer the parties to the dispute its assistance with a view to bringing about a settlement. Acas assistance may be by way of conciliation or by other means including the appointment of an Arbitrator to offer assistance to the parties to the dispute with a view to bringing about a settlement. Acas will act in line with its statutory powers when offering its dispute resolution services in FWC and related trade disputes.

To summarise, Acas will have the following roles in dispute resolution.

1. Assisting the resolution of disputes raised by trade unions or employers in relation to disputes over the implementation of FWC commitments, and other trade disputes.
2. Acting as an independent conciliator in cases of FWC non-compliance disputes, and other trade disputes, as per the dispute resolution process set out below.

3. Appointing an independent Acas Arbitrator to determine and recommend actions aimed at resolving disputes.
4. Acas will endeavour to avoid any unnecessary delays to the dispute resolution process.

The regular dispute resolution services that Acas provide may be requested of Acas at any time and in the usual way by the parties without prejudicing the FWC dispute resolution process.

The Secretary of State will have the following roles in dispute resolution.

1. Receiving dispute resolution applications, determining whether they are admissible, and requesting the use of Acas dispute resolution services where applications are admissible.
2. Collating and maintaining a register of actions taken and issues of non-compliance raised to it by signatory parties.
3. Taking decisions as to whether signatories are in breach of the FWC and, therefore, whether their signatory status should be removed.

In executing this decision-making role, the Secretary of State shall take into account whether any party to an agreement is acting in good faith. Building on the principle in the Worker Voice chapter, acting in good faith means acting honestly and cooperatively, fairly and reasonably with all parties, taking early, pro-active, clearly communicated steps to implement the obligations set out in this FWC.

The Secretary of State shall operate in accordance with the procedure set out in this document, which specifies timelines and decision-making procedures in relation to FWC disputes.

Dispute resolution applications

A trade union or employer signatory to the FWC may request the services of Acas at any time that a trade dispute, or potential trade dispute, is perceived. As set out above, signatories to this FWC consent to the Secretary of State requesting – on their behalf - the use of Acas dispute resolution services in line with the dispute resolution process.

Signatories to this FWC may make a dispute resolution application to the Secretary of State if the following admissibility criteria are met:

- Through its monitoring, a trade union considers that an employer is not implementing its FWC commitments under this FWC, for example, through a lack of response or good faith engagement (good faith as defined above); or

- An employer considers that a trade union is not cooperating fairly or reasonably regarding the implementation of FWC commitments
- An employer considers that a dispute resolution application from a trade union on the basis of FWC implementation is not in good faith (as defined above) or out of scope; and
- Evidence must be provided that the employer and trade union have been unable to resolve the issue through direct engagement.

Parties will use a standardised short-form application template capturing these elements (see Annex A) to enable efficient triage.

In line with the commitment to transparent and proportionate access to information set out above, the complainant and the counterparty will share their complaint/response to the complaint with each other, following the submission of a dispute resolution application to the Secretary of State.

AR8 Fair Work Charter Dispute Resolution Process

1. Within 2 working days of receiving a dispute resolution application, the Secretary of State will determine whether the application is admissible, and – if so – request the use of Acas dispute resolution services.
2. Within 2 working days of receiving a request from the Secretary of State (as in step 1), Acas will appoint a collective conciliator. The Acas conciliator will contact the employer and the union for an initial discussion of the dispute and the parties' respective positions. This initial contact will include clarifying the agreed next course of action. At this stage, Acas may make any of the following judgements;
 - a) The request for assistance does not relate to a trade dispute and therefore Acas cannot assist.
 - b) The request for assistance to resolve a trade dispute is made before direct engagement between the parties has been undertaken and the conciliator views it would be reasonable to recommend that such engagement takes place.
 - c) The parties have attempted to resolve the dispute via direct engagement and Acas assistance is appropriate. If this is determined to be the case, the conciliator will proceed to step 3.

Acas will endeavour to conclude step 2 as quickly as practicable.

3. The conciliator will seek to meet with both parties, either physically or digitally as appropriate, to help them reach an agreeable resolution. All parties undertake to assist Acas by sharing information that establishes the current position of the trade dispute including any disputed FWC compliance. Conciliation may result in the following outcomes.

- a) If a resolution to the dispute is found that is agreeable to all parties, no further action will be taken.
- b) If a resolution, as described in 2(a), is not found, Acas will provide the employer and union with a brief summary of the outstanding disputed issue/s.

The parties to the dispute agree, upon receipt of the summary, to request that Acas appoints an independent Arbitrator (the Arbitrator). Acas will endeavour to appoint the Arbitrator within 5 working days of the request.

Acas will assist the parties to conclude a term of reference during that 5-working-day period, the terms of reference will be shared with the Arbitrator at the time of their appointment. The Arbitrator will then determine the timelines for submission of evidence and the date of an Arbitration hearing.

The parties must submit any evidence requested by the Arbitrator within 5 working days.

After the hearing, the Arbitrator will give a written decision (called an 'award') and will send the award to both sides within 21 days of the hearing.

Before Acas arbitration starts, both the employer and union must agree to accept the Arbitrator's decision.

Whilst the Arbitrator's decision is not legally binding, it is binding in honour, and may also be taken into account by the Secretary of State where either party believes an arbitration award is not complied with.

- c) Conciliation and / or arbitration cannot proceed due to one or more of the parties refusing to engage in the process. Refusal to engage with the conciliation and arbitration process will result in the dispute progressing straight to step 6 of this process.

Acas will endeavour to conclude conciliation and arbitration as quickly as practicable (see Annex B for an anticipated timeline), with the aim of finding a resolution to the dispute.

4. The Arbitrator's award may recommend either of the following.
 - a) No further action.
 - b) That the dispute can be settled by either the employer or the union taking one or more actions to resolve the trade dispute.

The Arbitrator will give reasons for their award.

5. Following a recommendation of actions to resolve a dispute being given by the Arbitrator, the Secretary of State will request a final submission of evidence from both the complainant and the counterparty to ascertain whether the recommended action/s has occurred. Both parties must submit evidence no later than 15 working days after receiving a recommendation of actions unless an alternative deadline was recommended by the Arbitrator. In line with the commitment to transparent and proportionate access to information set out above, both complainant and counterparty will share with each other their evidence when submitting it to the Secretary of State. Each party has the opportunity to respond to the evidence provided by the other party.
6. Within 5 working days of the deadline to submit evidence, the Secretary of State can take any of the following actions and will give reasons for their recommendation.
 - a) Notify both parties that no further action will be taken at this stage.
 - b) Notify both parties that the counterparty is in breach of this FWC and that the counterparty is to be removed as a signatory of this FWC by the Secretary of State.
7. Following the removal of a signatory under 6, the Secretary of State for Energy Security and Net Zero may decide that the party is to regain its signatory status if both of the following apply.
 - a) The party has provided evidence of action taken to ensure compliance with the FWC.

- b) The party has provided evidence that it has remained compliant with the provisions of the FWC for a period of 60 days.

Legal Caveat

This FWC Governance Framework does not supersede arbitration, dispute resolution and other procedures contained within legislation including, but not limited to, the Trade Union and Labour Relations (Consolidation) Act 1992 and the Employment Rights Act 2025, as amended from time to time.

DESNZ will collate and maintain a register of actions taken and issues of non-compliance raised. The register will be marked OFFICIAL-SENSITIVE, subject to defined retention schedules and access controls, and managed in accordance with applicable freedom of information protocols. Entries will be factual and minimal.

1. Legal Status, Non-Binding and Competition Law Disclaimer

2. Voluntary Participation

Participation in this FWC is entirely voluntary.

3. No Legal Obligations

Nothing in this FWC Governance Framework shall create or be deemed to create any legally binding obligation, legally binding commitment or legally binding liability on the part of any participant.

4. No Partnership or Agency

Participation does not give rise to, and shall not be construed as giving rise to, any partnership, joint venture, agency, fiduciary or other legal relationship between participants.

5. No Reliance

Any information, analysis, or recommendations shared as part of this FWC Governance Framework are provided for discussion purposes only. Each participant remains solely responsible for its own commercial, financial, regulatory and investment decisions and must not rely on this FWC Governance Framework as a substitute for independent judgement, professional advice or internal governance approvals.

6. Competition Law Compliance

This FWC Governance Framework shall be conducted in strict compliance with UK and applicable competition law, including the Competition Act 1998. Participants must not discuss, exchange or agree any commercially sensitive information, including but not limited to current or future pricing, bid intentions, margins, costs at project or company level, capacity allocations, market sharing, customer allocation, or any other information that could restrict or distort competition.

7. **Binding Commitments**

No legally binding obligations or legally binding commitments shall arise from this FWC Governance Framework under any circumstances. No statement, agreement in principle, target, roadmap, minute, presentation, correspondence or other document produced in connection with this FWC Governance Framework shall be legally enforceable.

8. **Governing Law**

This disclaimer and this FWC Governance Framework shall be governed by and construed in accordance with the laws of England and Wales.

Annex A – Dispute resolution application sheet

If you wish to make a dispute resolution application to the Secretary of State, please complete the following application sheet and email it to:

renewablecibs@energysecurity.gov.uk

Name of Complainant:	Contact Details:
Signature:	
Name of Counterparty:	
Nature of Dispute:	
Summary of outstanding disputed issue/s and how it meets the admissibility criteria set out in the Fair Work Charter Governance Framework:	
Evidence of steps taken to resolve the issue through direct engagement: <i>Please provide a summary here, with evidence emailed to DESNZ as attachments.</i>	

Annex B – Anticipated timeline for Acas conciliation and arbitration

Collective conciliation – the collective conciliator will first engage with the parties to discuss positions and agree a meeting date and time (this will be held either digitally or in person). Subject to the parties' diaries, a collective conciliation meeting may realistically be held within 5 working days of the DESNZ request for Acas assistance.

Arbitration – where arbitration is required, Acas will work with the parties and with the Acas Panel of arbitrators* to conclude the process as quickly as availability permits. Acas anticipates a hearing will have been held within 4 weeks of the arbitrator's appointment.

*Arbitrators are not employees of Acas, they work with Acas under an agreed Policy. Acas pays for its Arbitrators' time but does not govern their availability, nonetheless Acas will always seek to appoint an Arbitrator that can offer maximum availability in a DESNZ FWC referral.