

Paper to lie before both Houses of Parliament until approved by a resolution of each House



Department for
Business & Trade

Code of Practice: Right of trade unions to access workplaces

Issued by the Secretary of State pursuant to section 203 of the Trade Union and Labour Relations (Consolidation) Act 1992

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Code of practice: Right of trade unions to access workplaces

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Preamble

1. This Code provides practical guidance to individuals, trade unions, employers, businesses and other organisations, to support the understanding and delivery of the right of trade unions to access workplaces. The Code is designed to support the broader principles of good industrial relations that the right of access framework will help deliver collaboration and partnership between employers, workers and trade unions to help deliver growth, productivity and better working lives.
2. Section 203(1)(a) of the Trade Union and Labour Relations (Consolidation) Act 1992 (“the 1992 Act”) gives a general power to the Secretary of State to issue Codes of Practice containing practical guidance for the purpose of promoting the improvement of industrial relations.
3. This Code covers the provisions in Chapter 5ZA (Right of trade unions to access workplaces) in the 1992 Act inserted by the Employment Rights Act 2025 (“the 2025 Act”), as well as related secondary legislation. The Code provides guidance on these provisions in a manner that is clearly accessible for everybody.
4. The Code provides guidance where a trade union is considering making a request for access with an employer, providing access to a workplace, or has already submitted an application. This Code will also provide guidance for how access agreements should be carried out, as well as on how disputes can be resolved.
5. Where the parties cannot agree to an access agreement, then an application for access can be considered by the Central Arbitration Committee (CAC), which will then decide whether access takes place. This Code provides further information on the CAC process and the factors that the CAC considers when making this decision.
6. The legal framework within which this Code will operate is explained in its text. While every effort has been made to ensure that explanations included in the Code are accurate, only the CAC and the courts can give authoritative interpretations of the law.
7. Unless the text specifies otherwise, (i) the term “union” or “trade union” should be read to mean “unions” or “trade unions” in cases where two or more unions are seeking joint access; (ii) the term “workplace” should be read to mean “workplaces” in cases where a relevant application covers more than one workplace; and (iii) the term “working day” should be read to mean any day other than a Saturday or a Sunday, Christmas Day or Good Friday, or a day which is a bank holiday.
8. Passages in this Code which appear in *italics* are references to, extracts from, or re-statements of, provisions in primary legislation.

Section A: Introduction

Background

9. Prior to the coming into force of Chapter 5ZA in the 1992 Act trade unions did not have a general independent right of access to workplaces. Instead, where there is not a recognition agreement in place, trade unions can only exercise their functions through individual members in the workplace, or through access arrangements reached on a voluntary basis with an employer.
10. In situations where membership is limited, and there is no voluntary access 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 trade unions to contribute positively to workplace culture, fostering open communication and trust between employers and workers – leading to more stable and constructive industrial relations.
11. Trade unions and employers are strongly encouraged to continue to use existing voluntary access arrangements or agree new access arrangements on a voluntary basis outside the statutory process described in this Code. Parties should make every effort to agree access terms outside of the statutory process, however trade unions are not required to first seek voluntary access agreements outside the statutory process as a pre-condition for applying for access using the statutory process. Given the limited time available, Acas will respond to any conciliation request as soon as possible, and will make best endeavours to respond within one working day of receiving the request. Both parties should give all reasonable assistance to Acas to enable it to help the parties overcome their difficulties through conciliation.
12. For scenarios where a voluntary approach has not been agreed following the best efforts of the employer and the trade union, *Chapter 5ZA of the 1992 Act* sets out the statutory process through which trade unions can negotiate with an employer an agreement covering physical and/or digital access to workplaces. Where these negotiations are unsuccessful, the CAC can decide whether access takes place. If the CAC decides that access can take place, the CAC will say on what terms, subject to various factors. The CAC is guided by several principles and factors when taking a decision on whether access takes place or not. These principles reflect the intention that there is a presumption towards access taking place and that trade unions should be able to physically enter a workplace or communicate with workers (or both) under the access framework where it does not unreasonably interfere with the employer's business.
13. *Chapter 5ZA* also establishes an enforcement framework for trade union access to the workplace, allowing cases to be referred to the CAC where a party complains that a breach of a statutory access agreement has occurred. The CAC

has the power in certain circumstances to issue financial penalties for breaches of access agreements, the value of which is subject to various factors that are detailed in Section D of this Code.

14. It is important to note that the access agreement being negotiated and entered into must be done so within the specific confines of the access purposes set out at *70ZA (6) of the 1992 Act*. It should be noted that the access purposes do not include *organising industrial action (70ZA(7))*. The access purposes for statutory access are:
 - a. *To meet, support, represent, recruit or organise workers (whether or not they are members of a trade union)*
 - b. *To facilitate collective bargaining*
15. Access can take various forms depending upon the type of engagement or communication that the trade union wishes to carry out, as well as the type of workplace involved, and the working patterns of the workers employed within it. The overall aim of access is to ensure that trade union officials can meet, communicate, recruit, support, and represent workers within a workplace, either on an individual basis or for the purposes of facilitating collective bargaining.
16. Each case for an access arrangement and the form that access should take should be based on the facts of the situation and the local circumstances of the workplace. Trade unions may choose to use a combination of engagement methods under one access agreement. This Code aims to support the involved parties in agreeing arrangements for access that take full account of the circumstances of each individual case and promote sound and productive industrial relations between the involved parties.
17. Although access arrangements also exist within the process of a trade union applying for statutory recognition or derecognition, the type of access discussed within this Code is solely related to the general right of access to workers and workplaces for trade union officials as introduced in *Chapter 5ZA of the 1992 Act*. Guidance on the recognition and derecognition process can be found here [Code of Practice on Access and Unfair Practices during the recognition and derecognition process](#).
18. As an application for access may be made by a trade union with the long-term stated goal of statutory or voluntary recognition, it is advised that all parties familiarise themselves with the recognition process including access arrangements and unfair practices, to ensure that amicable worker-trade union-employer relationships are supported and maintained.

Legal status of the Code

19. This Code itself imposes no legal obligations and failure to observe it does not in itself render anyone liable to legal proceedings. *But section 207 of the Trade Union and Labour Relations (Consolidation) Act 1992 provides that any provisions of this Code are admissible in evidence and are to be taken into*

account in proceedings before any court, tribunal or the CAC where they consider them relevant.

Who can apply for access to a workplace?

20. Any trade union that has a certificate of independence can make a request for access under the statutory process.

To which workplaces are trade unions able to apply for access?

21. The CAC will refuse requests for access where the employer in question has fewer than 21 workers. This threshold, in line with the 'associated employer' definition in the 1992 Act, is applied to the overarching company responsible for each employer. For example, an employer of fewer than 21 workers that is part of a wider company that employs 21 or more workers would be within scope of the access policy. A trade union can apply for access to a group of fewer than 21 workers if they work for an employer of 21 or more workers.
22. Trade unions will not be able to physically enter private dwellings. Hybrid workplaces that are a combination of residential and working environments such as residential care homes are in scope, subject to considerations that are listed in this Code.

Section B: Establishing an access agreement

How to apply for access

23. Trade unions and employers that are already operating a voluntary access arrangement that is satisfactory to both parties should continue using this arrangement, rather than seeking to formalise it through the new statutory process. The new statutory framework will not automatically impact access agreements of that nature. Trade unions remain free to negotiate non-statutory agreements with employers. The 21-worker threshold for statutory access does not apply to access agreed outside of the statutory framework, including access that is being negotiated with employers of mixed nationality crews on non-UK flagged vessels with a sufficient link to Great Britain.
24. For clarity, there are now three general types of access that a trade union is able to conduct in a workplace:
 - a. Voluntary arrangements that are agreed between a trade union and an employer without the involvement of the statutory process
 - b. Access arrangements that were agreed through negotiation between the trade union and the employer through the statutory process and about which the parties gave joint notification to the CAC
 - c. Access arrangements that were initiated through the statutory process and then determined by the CAC following an unsuccessful negotiation between the trade union and the employer

25. Agreements that are finalised in both the b) and c) scenario are to be regarded as statutory access agreements.
26. Trade unions may submit an access request to an employer. Email should be used where possible to deliver the completed access request form to the employer. This will enable a clear audit trail to be established including a timestamp stating when the request was submitted. The trade union should direct their request to an email address provided by the employer, which the employer should make every effort to provide. Where the employer does not provide an email address, the trade union may use another email address made publicly available by the employer for general communications with the employer, or other means. Employers are encouraged to make these contact details available on their websites where possible.
27. The request for access should be completed using the standardised form available in Section E (Annexes), although trade unions are not legally required to use the standardised template. Please refer to this template when making a request for access. The template details all of the information that is required in a request for access. Trade unions should provide the information requested in the template to the best of their knowledge. Minor accidental clerical or administrative errors in a trade union's application should not be regarded as a reason for the employer to reject the application. The employer and trade union should work together to correct any errors. A single request for access may include reference to various premises operated by a single employer to which the trade union is requesting access.
28. Both trade unions and employers should maintain records of access requests and responses that can be used to demonstrate when they were made and received.
29. When making an access request, the trade union should provide as much information as possible to give subsequent negotiations with the employer the best possible chance to be successful. Trade unions may wish to request further information from an employer ahead of applying for access in order to help inform a request for access that better reflects the specifics of the workplace in question. For example, the trade union will not always know the location of every worker that they wish to access. These locations may also be frequently changing. Employers are expected to engage constructively with such requests and share information that allows the trade union to make an accurate request for access, including by proactively updating trade unions when the workplace of workers subject to the access agreements has, or is about to, change physical location. A full list of the information required to be contained in an access request can be found in the regulations.

How should the employer respond to a request for access?

30. Upon receipt of the application, the employer can take up to 15 working days from the day an access application is given (not when the request is passed on to the correct person or team within the employer) to respond to a request for

access. This response should be issued by the employer to the person from the contact details provided by the trade union in their access request. Employers should use the response template available in Section E (Annexes), though they are not legally required to use this template. A full list of information that is required in the employer's response to a trade union request for access can be found in the template for access responses.

31. If the employer agrees to the terms in the request, then it should make clear its acceptance in the response to the trade union. The parties should then notify the CAC using the CAC's mailbox to record the agreement and proceed. The CAC will keep records of every statutory access agreement (whether agreed by the employer and the trade union through negotiation or determined by the CAC).
32. The employer and trade union are expected to engage with negotiations on access in good faith, but if the employer is rejecting the terms of access provided in the request, then it should notify the trade union of this in clear language. The employer must provide details of which elements of the request for access they are specifically rejecting and the reasons for doing so in as much detail as possible. The employer should provide as much relevant and useful information as possible, including whether another trade union has recently applied for access or is awaiting a ruling from the CAC on whether access will be granted, as well as whether some or all of the workers subject to the access request are already subject to a trade union recognition agreement or a statutory or voluntary access arrangement. This should then allow the trade union to understand any issues the employer has and should increase the likelihood of successful negotiation. If the employer assesses that a request for access contains terms that will unreasonably interfere with business or will require unreasonable steps to facilitate access, then the employer is expected to, in their access response, to explain how they believe this is the case.
33. The parties can agree that the response period is extended. To do this they must agree the length of the extension. If this agreement is reached after the 15-day response period has elapsed, then the trade union should send the agreement to the employer in the way they would if they were applying for a new access agreement. The employer would then respond to this request (but without needing to once again provide all of the information that is required to provide in a normal response notice). The parties would then jointly notify the CAC of the agreement using the CAC's mailbox.
34. There may be certain scenarios where an employer has been unable to respond to an access request in the allotted fifteen working days. Trade unions should avoid submitting access requests to employers at times where they are aware that staff will be unavailable to respond.
35. A full list of the information required to be contained in an access response can be found in the regulations.

How should the trade union and employer negotiate terms of access?

36. The trade union and the employer have 25 working days following the day on which the response notice is given to negotiate the terms of an access agreement. Both parties should approach negotiations in good faith. This means that both parties should be considerate and mindful of the other party's perspectives and work together to find pragmatic, practical solutions to any potential issues that may arise. The parties may find it helpful on both sides to appoint a lead negotiator and notify the other party of who this is and what their contact details are.
37. If negotiations on the terms of access are successful, then the parties should jointly notify the CAC through their mailbox, who will then lodge the access agreement.
38. If the trade union and the employer are proceeding with positive negotiations, but the 25-day negotiation period has elapsed, there is no need to apply to the CAC for an extension. Instead, the parties can continue to negotiate until they arrive at an agreement.
39. The trade union can then send this agreement to the employer in the way that they would if they were applying for a new access agreement. The trade union can send the agreement to the employer with a new access request. This effectively re-starts the statutory timetable, giving the parties more time.
40. The employer would then respond to this request indicating that it accepts the terms (but without needing to provide all of the information that is required in a regular response notice).
41. The parties would then send this agreement to the CAC using the CAC's mailbox.
42. The parties should notify the CAC jointly, in writing, and signed by both parties. This should contain a statement that it is made in accordance with Section 70ZD(1) and with a copy of the agreement itself. As previously mentioned, the CAC will keep records of every statutory access agreement (whether agreed by the employer and the trade union through negotiation or imposed by the CAC).

How to refer an application to the CAC if negotiations are not successful

43. If notice is received before the end of the response period, the trade union can apply to the CAC (without needing to go through the 25-day negotiation period). If negotiations on the terms of access are unsuccessful, then either party can notify the CAC through their mailbox. The application must be in writing and in such form as the CAC may require. On receipt of an application the CAC will then begin their decision-making process. The party making this notification should copy the other party into this notification for information. When notifying the CAC, the trade union should provide the original access request (with the date on which it was sent) and the employer's response along with the date of the

response, if one was received. The trade union should then also provide the latest proposal that it made to the employer during the negotiation period. This enables the CAC to take a decision on a proposal that contains the most up to date information following a period of negotiation between the employer and the trade union.

44. Parties who are unable to reach agreement have 55 working days from the date the original access request was given to make an application to the CAC. It might be possible for the CAC to extend that to 70 days where it considers that it was not reasonably practicable for a party to apply for a determination under section 70ZE within the time limit.

Summary of maximum time periods available for each stage of an access application

Response period – how long the employer has to respond to an access request	Ends at the end of the 15th working day after the day on which the access request is given
Negotiation period – how long the parties have to negotiate the terms of access before the case is referred to the CAC for decision	Ends at the end of the 25th working days after the day on which the response notice is given
CAC referral period - Parties who are unable to reach agreement have 55 working days from the date the original access request was given to make an application to the CAC for decision	Ends at the end of the 55 th working day after the day on which the access request is given

How the CAC takes decisions on whether access takes place or not

45. Where an access request 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, where a trade union's request for access is consistent with certain 'model' 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. Where the trade union's request for access is consistent with these 'model' terms, the CAC is more likely to consider that access should be granted.
46. The CAC is guided by several principles and factors when taking a decision on whether access takes place or not.

47. All decisions on access should be consistent with the access principles that are set out in the 1992 Act and listed in paragraph 49 of this Code of Practice. This is subject to what is set out in secondary legislation.
48. These principles reflect that there is a presumption towards access and that trade unions should be able to physically enter a workplace or communicate with workers (or both) under the access framework, in a manner that does not unreasonably interfere with the employer's business. Employers are required to take reasonable steps to facilitate access. If the employer assesses that a request for access contains terms that will unreasonably interfere with business or will require unreasonable steps to facilitate access, then the employer is expected to, in their access response, explain how they believe this is the case.
49. The access principles as set out in the section 70ZF(2) of the 1992 Act are as follows:
- a) officials of a qualifying trade union should be able to physically enter a workplace or communicate with workers (or both) for any of the access purposes in any manner that does not unreasonably interfere with the employer's business*
 - (b) an employer should take reasonable steps to facilitate access by officials of a qualifying trade union*
 - (c) physical entry into a workplace should not be refused solely on the basis that communication with workers by means not involving physical entry into a workplace is permitted*
 - (d) communication with workers by means not involving physical entry into a workplace should not be refused solely on the basis that physical entry into a workplace is permitted*
 - (e) access should be refused entirely only where it is reasonable in all the circumstances to do so*
50. The CAC will then consider various factors when deciding whether access takes place. These are divided into factors where access must not be granted by the CAC and factors where it is reasonable for the CAC to refuse access. There are some additional factors that the CAC must have regard to, which are also explained below.

Circumstances in which access must not be granted

51. The CAC must make a determination that the trade union is not to have access where an employer has fewer than 21 workers.
52. To be successful, any access request must provide the employer with at least five working days of notice before the first instance of access under the agreement takes place.
53. No access agreement will last longer than two years, starting from the date at which the access agreement is either agreed between the parties, or imposed by the CAC, unless the parties have agreed to extend the length of the agreement.

54. In line with the access principles as set out in the section 70ZF(2) of the 1992 Act, *an employer should take reasonable steps to facilitate access by officials of a qualifying trade union*, employers should make every possible effort to provide facilities that allow for access to take place in a manner that doesn't compromise national security. Whilst there will be very limited scenarios in which access to a site would present a genuine risk to national security or the detection or investigation of offences, either in general or at a specific moment in time, the expectation is that employers with high security facilities or working with high security material should in almost all scenarios be able to facilitate physical access. One example of how employers could do this is by using rooms where visitors may go on a day-to-day basis. There are a variety of examples of access being carried out on a voluntary basis and as part of recognition agreements with organisations working on secure material. The precise security considerations should be discussed between the trade union and the employer whilst agreeing the details of the access arrangements. Trade union officials often have the necessary security clearance to enter workplaces in which such clearance is required. To support discussions on this, the employer should raise any security concerns and considerations in its response to the initial access request from the trade union, as well as assist the trade union in gaining the correct security clearance where necessary. The CAC may take into account existing industry access arrangements when considering national security considerations associated with access.

Circumstances in which it is to be regarded as reasonable for CAC to refuse access

55. If the employer in question already recognises an independent trade union that represents one or more of the workers that are subject to an access request, then the CAC may refuse access to those workers on that basis. The same applies where there is an ongoing statutory recognition process at the workplace, concerning the one or more workers that the access request also is seeking access to. The CAC may also refuse access where one or more of the workers subject to the access request is already subject to a statutory access agreement that is in operation. If an access request covers some workers who are covered by these factors, and some who are not, the CAC is still able to impose an access agreement on the workers who do not fall under these circumstances.

56. As per paragraph 32, to help support targeted trade union applications that avoid duplication and overlap, the employer is required, where disagreeing in whole or in part with an access request, to provide to the trade union where the employer had previously received, in relation to substantially the same workers, an access request from another trade union or is in the process of negotiating, or has negotiated, an access agreement with that trade union. This will give all trade unions concerned an opportunity to resolve any issues with duplicate or overlapping applications, including through withdrawn, revised or joint applications. Under section 70ZE(6)(c) of the 1992 Act, when the CAC is

considering an application for a determination on access it must (so far as reasonably practicable) give any persons with a proper interest an opportunity to be heard, so where the CAC receives overlapping applications from different trade unions, it will not automatically reject an access application of the nature described in paragraph 55, it may, for example, first notify all trade unions concerned and give them the opportunity to resolve these issues, including through revised or joint applications. However, in the event of no resolution, it is reasonable for the CAC to refuse the overlapping applications.

57. Where the employer has received at least one other access request that is still 'live', in addition to the request that led to the application to the CAC, and at least one worker is within scope of both requests - it is reasonable for the CAC to refuse both requests. A request is 'live' unless an access agreement has been entered into, the period in which an application can be made to the CAC has ended or the CAC has made a determination on access.

58. In line with the access principles as set out in the section 70ZF(2) of the 1992 Act, *an employer should take reasonable steps to facilitate access by officials of a qualifying trade union*, employers should make every possible effort to provide facilities that allow for access to take place in a way that does not bring about health and safety issues. Whilst there may be some very limited scenarios where it may be appropriate to refuse access where access may jeopardise the health and safety of any person covered by that access agreement, in most workplaces, access should be permissible without health and safety concerns. The precise health and safety considerations should be discussed between the trade union and the employer whilst agreeing the details of the access arrangements. To support discussions on this, the employer should raise any health and safety considerations in its response to the initial access request from the trade union.

'Model' terms of an access agreement

59. 'Model' terms provide the outline of an access request which can be modified to reflect the operational needs of different workplaces. Where a trade union's request for access is consistent with certain 'model' 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. Where the trade union's request for access is consistent with these 'model' terms, the CAC is more likely to consider that access should be granted.

60. Access of a frequency of weekly (or less frequently than weekly if the trade union does not want weekly access) will be regarded as a model term by the CAC. This means that the CAC must regard access on a weekly basis to each workplace covered by the agreement as a term that does not unreasonably interfere with an employer's business.

61. It is important to note that this does not mean that weekly access will always be the most appropriate frequency for access to take place. It is open to the parties

to agree an alternative frequency for access to take place if the trade union does not desire access on a weekly basis.

62. For the purposes of the right of access framework, 'weekly access' means a visit or meeting that workers subject to the access agreement have the opportunity to engage with, whether in person or digitally. Weekly access would not therefore be exhausted if, for example, a trade union official accompanied an individual worker in an instance of personal representation such as a disciplinary meeting. Engagement could take a variety of forms, for example a drop-in surgery or a presentation. Weekly access does not refer to the cascading of an email or the administrative action of setting up an online meeting by the employer on behalf of the trade union. Such an action does not constitute an instance of weekly access, unless this is the nature of the weekly access that the trade union would like to carry out.
63. Weekly access will not in every case mean a visit or meeting that takes place at the same time and on the same day every week. The timing of the visit or meeting may change week by week, depending on shift patterns and other factors. The agreement should always provide that the trade union gives notice for each visit.
64. Weekly access may be averaged over a longer period of time if the parties agree to that approach. For example, an access agreement could stipulate that access can take place up to four times a month, meaning that in theory access could take place four days in a row. This allows the trade union and the employer to come to arrangements that could best cater to specific workplace scenarios, such as, for example, premises that are geographically isolated.
65. There are also several terms of an access agreement that the CAC must consider to be reasonable steps for an employer to take to facilitate access. These include that the employer should make available existing accommodation and facilities in a workplace as is reasonable in the circumstances in order to facilitate access in line with the terms of the access agreement.
66. Whilst employers will be required to take reasonable steps to facilitate access such as creating online calls or moving furniture to make space for a physical meeting or presentation, they will not be expected to make significant structural changes to, for example, their physical premises or their IT systems in order to facilitate access. It will be reasonable for the CAC to refuse access where the access request includes a requirement to make such significant changes.
67. The employer should also ensure that direct communications between its workers and a trade union subject to the access agreement are private. Further detail on how to ensure the privacy of communication under an access agreement can be found in Section C of this Code.
68. Further to this, there are also terms of an access agreement that the CAC must regard as reasonable for the trade union to comply with. The first of these is that under any access agreement, the trade union must provide a minimum of two working days' notice of an upcoming access visit (physical or digital). This does

not apply to the first instance of access following the finalisation of the access agreement, which required a five working day notice period.

69. The second term that the CAC must regard as reasonable for a trade union to comply with is that the trade union official seeking access to the workplace must comply with all reasonable instructions given by the employer. This may include completing relevant health and safety inductions, providing relevant identification, or signing in at the front desk.

Additional matters that the CAC must have regard to

70. There are several other matters that the CAC must have regard to when considering whether or not access is to be granted. This includes the existing arrangements that visitors to the workplace in question are required to adhere to. Furthermore, the CAC must have regard to type of workplace covered by the access agreement, and whether provision for safeguarding needs to be included in the access agreement. More specifically, the CAC will consider that trade union compliance with all reasonable instructions provided by the employer, is a term that is reasonable to the trade union to comply with. Whilst safeguarding requirements will vary between types of workplace, where a trade union official has no contact with children or vulnerable adults, in the majority of cases a DBS check will not be required.
71. Where relevant, the CAC must also have regard to any steps the employer has taken to contact a party who is not a party to the requested access arrangement, where that is necessary to enable access to take place. Further information on this is provided in Section C of this Code of Practice.

Summary of ‘model’ terms and factors for the CAC to consider

CAC must refuse access (mandatory refusal)	The CAC must refuse access where: • the employer whose workers are being sought access to have fewer than 21 workers overall • the proposed access agreement does not provide for at least five working days of notice ahead of the first access taking place • the proposed access agreement is to last more than two years from the date the access agreement is finalised, unless the parties agree to extend the agreement beyond two years. • access would prejudice the national security of the United Kingdom, or the investigation or detection of offences.
It is to be regarded as reasonable for the CAC to refuse access	It is to be regarded as reasonable for the Central Arbitration Committee (CAC) to refuse access where: • an employer already recognises an independent trade union to negotiate on behalf of one or more of the workers another trade union is seeking access to

	• there is an ongoing statutory recognition process at the workplace, concerning the one or more workers that the access request also is seeking access to • where the employer has received at least one other access request that is still 'live', in addition to the request that led to the application to the CAC, and at least one worker is within scope of both requests - it is reasonable for the CAC to refuse both requests. A request is 'live' unless an access agreement has been entered into, the period in which an application can be made to the CAC has ended or the CAC has made a determination on access. • where the employer receives two or more access requests, and at least one worker falls within the two or more of the bargaining units specified in the requests and: (1) no access agreement has yet been reached, and (2) the CAC has not yet made a determination, it is reasonable for the CAC to refuse all such requests • if a workplace already has a statutory access agreement in place with an independent trade union for at least one worker covered by the current access request, the CAC may consider it reasonable to deny access to the other trade union seeking access.
'Model' terms	The CAC may be able to consider that an access case can be reviewed by a single person panel, instead of a tripartite panel, if a trade union's access request is consistent with the following 'model' access terms. Where a trade union's request is consistent with these terms, the CAC is more likely to consider the request to be less complex and grant access: • two-working days' notice period for each access visit after the first one • weekly access • employer should make available existing accommodation and facilities as is reasonable in the circumstances in order to facilitate access in line with the terms of the access agreement. • the employer must also ensure that as far as reasonably possible, they ensure that direct communications between its workers and a trade union subject to the access agreement are private. • the trade union official seeking access to the workplace must comply with all reasonable instructions given by the employer, including the provision of identification.

Joint applications by two or more trade unions

72. Two or more trade unions may make a joint application for access to a workplace. A joint agreement could consist of two or more trade unions having access to the same workers, or to two or more trade unions having access to different workers employed by the same employer. This can be across the same workplace or different workplaces of the same employer.
73. Where this happens, the trade unions should act together in preparing and implementing the access arrangements. Therefore, unless the employer and the trade unions agree otherwise, the unions in question should have common access arrangements. The amount of time allocated for conducting access per visit would be the same for single or joint agreements. The unions involved in the joint agreement would not be required to conduct their access arrangements together. Each trade union could have separate access meetings if they wished.

Section C: Operation of an access agreement

Where can access take place?

74. A trade union should be granted access to the workers at their actual workplace, and in the actual location of their work in that workplace, such as in a meeting room, or in an adjoining work area, or the area where workers usually take their breaks.
75. Each case will depend on the type of workplace concerned, and the trade union will need to take account of certain circumstances within a certain workplace. In particular, consideration will need to be given to the employer's responsibility for health and safety and security issues whilst carrying out access. Access arrangements should reflect specific local circumstances and can take place in various formats, such as drop-in sessions or speaking to workers where they take their breaks. To use indicative examples:
- a. In a workplace that involves the preparation of food, access should take place in a canteen or in the area where the workers regularly take their breaks
 - b. In a school, access might take place in staff rooms or other suitable rooms
 - c. In hospitals or residential care homes, access should take place in staff rooms, meeting rooms, communal rooms or other areas that are not private dwellings. Private dwellings are exempt from the right of access policy. Access arrangements should always respect the privacy of people who are living in care homes, including by taking routes within the care home that minimise disruption for residents as far as possible. However, the hybrid nature of hospitals and residential care homes is not in itself a reason to deny trade union access to staff working in these locations

- d. In offices, access should take place in meeting rooms that are located near or adjacent to work areas
 - e. On construction sites, access should be able to take place at times when workers are assembled collectively, including at the beginning of shifts, during site inductions, toolbox talks, safety briefings and other workforce meetings
 - f. In road transport or the bus sector, unions should be able to meet with workers at the depot at the start of shifts
 - g. In the performing arts and entertainment industries, access should be able to take place at the earliest opportunity, such as in pre-production meetings or during a rehearsal period where relevant
76. Where they are suitable for the purpose, the employer's typical methods of communicating with the workforce should be offered to the trade union as a means of accessing workers if the trade union wishes to use them. The manner in which the trade union can access workers is however not limited to these methods.
77. If the employer follows the custom and practice of holding large workforce meetings in, for example, a meeting room or a canteen, then the employer may make the same facilities available to the trade union. However, in cases where the workplace is more confined, and it is therefore the employer's custom and practice to hold only small meetings at the workplace, then the trade union will also be limited to holding similar small meetings at that workplace. A trade union may still hold meetings with staff if there are facilities to do so, even when the employer does not usually hold meetings with staff. When accessing staff digitally, the trade union may use the channels that the employer would typically use to communicate with staff (for example email, mobile or other messaging systems, or posts on an intranet or collaboration platform). For access to take place in certain premises, such as workplaces situated in ports or airports, it will be necessary to pass through areas that are not publicly accessible and often not part of the employer's premises. This should not form a barrier to access taking place. In these circumstances the employer should ensure that the correct security and permission protocols are arranged ahead of access taking place.

What about if a meeting room is not available?

78. In exceptional circumstances, access may need to be restricted to meetings away from the workplace premises, and the trade union will need to consider finding facilities off-site at its own expense unless it agrees otherwise with the employer. In these circumstances, the employer should give reasonable assistance to the trade union in notifying the workers in advance of where and when such off-site events are to take place. In certain specific circumstances the trade union may wish to use digital forms of communication in order to reach relevant workers.

When can access take place?

79. The trade union's access to the workers should usually take place during normal working hours but at times which minimise any unreasonable interference with the activities of the employer. This will ensure that the trade union is able to communicate with as large a number of the workers as possible. An employer should not grant access at a time when it knows that a significant number of workers would not be able to attend, or organise the work of its employees such that they are unable to attend meetings taking place during the access period.
80. The trade union should ensure that disruption to the business is minimised, especially for small businesses. The duration of each instance of access should reflect the purpose of the access agreement and allow reasonable time to have effective communication with the workers covered by the agreement.
81. In deciding the timing of meetings and other events, the trade union and the employer should be guided by the employer's custom and practice when communicating with its workforce. Consideration should be given to holding events, particularly those involving a large proportion of the workers in the group of workers, during rest or lunch periods, or towards the end of a shift where possible.
82. Employers are encouraged to align the organisation of access with events that involve significant proportions of the workforce during work time, such as during induction events or at training courses.
83. An employer should ensure that workers who attend a meeting organised by the trade union with the employer's agreement through an access arrangement during work time, should be paid, in full, for the duration of their absence from work. As mentioned in paragraph 79 of this Code, access should take place during working hours, and so workers should be paid in full for this time.

Privacy of meetings

84. Employers must respect the privacy of access meetings. The employer or any representative of the employer must therefore not attend an access meeting unless invited to do so.
85. Supervisors or managers may attend an access meeting, even though they may be seen as representatives of the employer, provided they have been invited to attend by the trade union.
86. Many employers have security cameras or other recording equipment permanently positioned on site to monitor or record workplace activity. Most are installed for reasons of security, health and safety or quality control. Where such equipment is used, and could record meetings, the employer should inform the trade union accordingly unless key security considerations prevent such disclosure. The employer and the trade union should then discuss ways to ensure the privacy of meetings. It may be possible, for example, to turn off the equipment in question for the short period of meetings. Alternatively, the

employer may wish to ensure that any transmissions from the surveillance equipment during the period of the meeting are not viewed live or recorded. There is no expectation that employers will switch off such systems that cover, for example, staff canteens during access. The scope for such measures may be limited in rare cases where security or health and safety may be significantly and unavoidably jeopardised as a result.

87. The employer should not listen in on access meetings or pressurise any of those attending to disclose what occurred at them. Generally, the employer should not seek to question attendees about the proceedings of meetings but, in exceptional cases of, say, alleged harassment or damage to property, there may be a need for the employer to investigate the conduct of meetings.
88. For access that is being conducted digitally, employers should not seek to record online meetings or monitor the attendance of online meetings. Employers should also not monitor worker engagement with digital communications sent on behalf of the trade union, by, for example, tracking which workers have opened the email or engaged with hyperlinks contained in the email.

Detriment and inducements

89. The existing protections from detriment and inducements in relation to trade union activities contained in Section 145A, 145B and Section 146 of the Trade Union and Labour Relations (Consolidation) Act 1992 apply.

How to operate an access agreement involving third parties

90. There may be some scenarios where the employer of the workers in question does not have direct control of the premises on which the worker works. This scenario may be encountered where, for example, a trade union applies for an access agreement with a security company that employs security staff who service a workplace that is managed by a different employer. To use another example, some shopping centres will house several workplaces. The policy intends for these workers to be able to enjoy the benefits of the right of access policy. In this scenario the trade union, the employer and the owner of the physical premises should ensure that access takes place in accordance with the access agreement.
91. In this scenario, the security company would be required to take reasonable steps to facilitate access. This would involve engaging with the organisation responsible for the premises on which their security staff work, in order to arrange access. If this engagement does not result in arrangements for access being made, or the employer responsible for the premises does not engage with the process, then the employer of the workers or the trade union could refer the access request to the CAC for decision. The CAC can then choose to impose access to the premises on which the workers are working. If the organisation responsible for those premises then refuses access to the premises, then one of the parties can complain to the CAC that the organisation is preventing access

from taking place in accordance with the agreement. The enforcement framework can also apply to third parties.

92. In the shopping centre scenario, the trade union would be required to apply to the shop to which they would like to have access. It would then be the responsibility of that shop to liaise where necessary with the authority of the shopping centre building to ensure that access can take place smoothly.

Accounting for non-typical working patterns

93. Any necessary arrangements for non-typical workers should be addressed in the access agreement. Many, or sometimes most, relevant workers may not work full time in a standard Monday-Friday working week. Others might rarely visit the employer's premises. The employer should bear in mind the difficulties faced by trade unions in communicating with:

- shift workers
- part-time workers
- homeworkers
- a dispersed or peripatetic workforce
- those on maternity or parental leave
- those on sick leave

94. The employer, bearing in mind its obligations under the Equality Act 2010, should be receptive to a trade union's suggestions for securing reasonable access to such "non-typical workers", and allow them, where practicable, to achieve a broadly equivalent level of access to those workers as to typical workers. It would be reasonable for the trade union to organise its meetings or surgery arrangements on a more flexible basis to cover shift workers or part-time workers. An employer should agree to sufficient flexibility of arrangements, where reasonable in the circumstances. This would not extend to an employer being obliged to meet the travel costs of its workers attending meetings arranged by the trade union.

'Digital' access

95. Not all access has to take the form of the physical presence of a trade union in a physical workplace if the trade union does not want it to. It is important to note that digital access is not an alternative or replacement for physical access. Access can take place in a 'digital' manner alongside or instead of physical access, depending on what the trade union has put in their application for access. Trade unions have the right to digitally access a group of workers in a workplace in a way that does not unreasonably interfere with the employer's business and is in accordance with the access agreement.
96. Trade unions are still able to continue to enter into voluntary agreements on data sharing, as they do currently. Such arrangements are encouraged. Where these arrangements are not part of a statutory access agreement, they do not fall within scope of this Code.

97. Digital access can take place through, but not limited to, the channels used by the employer in question. There will be different forms of digital access. This may look like the employer cascading in a timely manner trade union communications or information to their workers that the trade union has requested to be shared with workers in line with the access agreement. This could be done through an intranet article or an existing platform of communication such as an employer's messaging system. Where an employer is cascading an email on behalf of a trade union, they should copy that trade union into the email so that the trade union has certainty that the message has been sent.
98. Digital access could also involve the employer facilitating for example, an online meeting via existing IT platforms between the trade union and workers in which the trade union can, for example, run a presentation and Q&A. Employers should cascade information provided by trade unions under the access agreement in a stand-alone format, and avoid building it in as a small part of a wider update to workers about a separate matter, or various unrelated matters. The access agreement cannot override statutory obligations that may apply. The employer, if asked to disseminate trade union materials electronically needs to adhere to the terms of the access agreement unless they consider doing so would breach a statutory legal obligation. The material also needs to be covered by the access agreement and be for one or more of the access purposes listed at page five of this Code. The access purposes do not include organising industrial action. Any disputes in relation to the dissemination of trade union materials should be resolved promptly by the parties and if this is not possible, then referred to the CAC.
99. A trade union cannot communicate with workers directly in every case. For trade unions to contact workers directly (without the employer acting as the intermediary), the worker would need to give their consent to the employer to share their contact details. Acknowledging that some workers may not want to signal interest in trade union to their employer, the worker could alternatively reach out to the trade union themselves and establish direct contact that way. Previous indirect digital access may assist the worker in having access to the appropriate contact details for the trade union.
100. In cases of direct digital access, where there is a disclosure of personal data the CAC will be required to make a judgement on whether 'consent' was sought or not. 'Consent' in this context is defined in the same way as it is in Article 4(11) of UK General Data Protection Regulation (UKGDPR). To summarise the process:
- a. The trade union asks for personal contact details of a worker to be covered by an access agreement. Another scenario could be that one of the parties has complained that consent was not acquired for personal data to be shared
 - b. The CAC will be required to decide whether 'consent' was or was not acquired. The CAC will use the GDPR definition of 'consent' when making this decision

- c. If the CAC concludes that consent was not acquired/provided for, then the element of the access agreement that required that consent would not go forward
101. This process will apply in the same way to statutory access agreements that were reached without the involvement of the CAC.
102. Once consent is provided for direct digital access and a worker has proactively given their contact details to the trade union, the trade union is then free to contact that worker outside any access agreement. The terms of an access agreement, including on frequency, would therefore not apply to digital access taking place on the basis covered by this paragraph.
103. Consent would not however be required to be sought, for example, an access agreement that only covers indirect digital access where there is no disclosure of personal data (such as an agreement that the employer will cascade information that the trade union has requested to be cascaded on a staff intranet or all-staff email).
104. Trade unions should use their own IT systems or processes to make direct digital contact with individual workers. Trade unions will not be granted direct access to employer systems to carry out direct digital access. Different arrangements may apply where trade union officials are also workers at the employer in question.

Amending or revoking an access agreement

105. Parties to an access agreement cannot unilaterally amend or revoke an access agreement.
106. The parties may wish to amend an access agreement for various reasons, including where the physical sites of access either close or move locations.
107. If one of or both parties to an access agreement wish for the agreement to be amended or revoked, they should agree the terms of the amendment, or the revocation of the agreement, between themselves and then jointly notify the CAC using their mailbox. Employers should note in their response that the information contained within is subject to change including details such as the composition of the bargaining unit.

Read across to the trade union recognition process

108. Access arrangements are often agreed during a trade union recognition ballot. The process for these arrangements is covered in a separate Code of Practice ([Code of practice: access and unfair practices during recognition and derecognition ballots - GOV.UK](#)).
109. As mentioned in the introduction, where an application for access may be made by a trade union with the long-term stated goal of voluntary or statutory recognition, it is advised that all parties familiarise themselves with the recognition process including access arrangements and unfair practices, to

ensure that amicable worker-trade union-employer relationships are supported and maintained.

Section D: Resolving disputes and enforcement

110. It is the employer's responsibility to take reasonable steps to facilitate access. Trade unions are required to carry out access in a manner that does not unreasonably interfere with the employer's business. There may be cases where one or more parties to an access agreement believe that the principles or terms of the agreement have been breached.
111. All parties to an access agreement, as well as third parties, are subject to the enforcement mechanism, including fines. However, the nature of the breach each party is able to carry out will be different. The party liable for the breach in question is liable to receive a CAC order and where appropriate for subsequent breaches a penalty fine. As outlined in paragraphs 126 and 127 of this Code, the CAC will take into account a series of factors when determining the value of a penalty fine. This allows the CAC to take into account the nature, gravity and impact of the breach being different for each liable party, alongside the number of workers affected (as well as other factors in paragraph 126).

Resolving differences about the operation of access agreements

112. Trade unions and employers should seek to resolve disagreements about access-related matters through dialogue wherever possible.
113. The parties should make full use of any mechanism to resolve such disputes that they may have established in the access agreement. It is good practice for both the employer and the trade union to nominate a person to act as their lead contact if disagreements or questions arise about the implementation of access arrangements.

How to make a complaint to the CAC

114. If the parties are unable to resolve disputes through dialogue, then a party may request that the CAC decide whether a complaint is well founded or not. Complaints can be made by either the trade union or the employer on the grounds that the other party has breached the terms of the access agreement, or a third party has taken steps to prevent access in accordance with the terms of the access agreement.
115. Complaints to the CAC must be made no more than three months after the matter complained of is alleged to have occurred. Complaints should be made via email to the CAC using their mailbox. This email should set out in as much detail as possible the nature of the alleged breach of the access arrangement.

Intervention by the Central Arbitration Committee

116. This section explains how the CAC takes decisions on complaints that it receives, as well as the steps it can take if a complaint is decided to be well-founded.
117. Intervention from the CAC follows a two-step process. The CAC is able to assess initial complaints, under section 70ZH, and may either group them together or uphold them separately. Once a complaint has been upheld, and a further complaint is received under section 70ZI, if the other party/third party has again breached an access agreement (either of the same nature as the first breach, or a breach of a different nature), the process moves to penalty fines and potential cumulative fines.
118. Following a complaint under section 70ZH, the CAC will investigate, and can do the following (these are not mutually exclusive):
- a. Alter the agreement (e.g. extending any expiry limit on the access agreement to account for time lost in the access agreement due to obstruction)
 - b. Declare that the complaint is or is not well-founded
 - c. If making a declaration that the complaint is well-founded make an order requiring specified steps to be taken in order to ensure the access agreement is complied with
119. Where multiple breaches occur before the CAC has made any determination on an initial complaint under section 70ZH, these breaches may be raised as a single complaint or as separate complaints. The CAC may, where appropriate, issue a single determination. This situation may arise, for example, where an access agreement covers multiple sites and access is obstructed at different locations before the CAC has had the opportunity to consider the initial complaint. Any subsequent well-founded complaint may give rise to a penalty.
120. A further complaint can be made under section 70ZI if the other party/third party has again breached an access agreement (either of the same nature as the first breach, or a breach of a different nature) within 12 months; or has breached (at any time) a CAC order requiring specific steps to be taken. Further complaints to the CAC under section 70ZI must be made within three months of the alleged breach. If this happens:
- a. the CAC can then make a further declaration that the complaint is well-founded or not
 - b. 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 Government
 - c. 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. It is important to note that the

CAC is also able to make public information relating to the penalty fines it has issued

How does the CAC decide the value of the penalty?

121. The enforcement mechanism is designed to be a sufficient deterrent against wilful disregard for an access agreement, including deliberate attempts to obstruct access. Where the CAC has upheld an initial complaint under section 70ZH, and further breaches occur each breach may give rise to a separate complaint under section 70ZI.
122. For example, where access is agreed on a weekly basis and, following an initial complaint being upheld, access is then obstructed on three consecutive weeks, the trade union may submit a separate complaint in respect of each missed occasion on access. The CAC may treat those complaints individually and issue a separate penalty in respect of each, moving up the scale (up to £75,000 for a first penalty order or first subsequent complaint, £150,000 for the second, and £500,000 for the third or subsequent complaints). It is therefore possible that maximum penalty fines could be issued concurrently at different workplaces under the same access agreement. Under an agreement covering for example 100 workplaces, if there are five breaches in five different workplaces, the trade union is able to bring five separate complaints. If these complaints were upheld by the CAC, it may result in separate penalties being issued. In this scenario, taken cumulatively, it is possible for penalties issued in relation to one employer to exceed the maximum of £500,000 within the same week.
123. The CAC will take into account the circumstances of the breaches and consider the factors for determining the value, such as any wider patterns of non-compliant behaviour from the liable party.
124. The CAC may impose a penalty fine up to a maximum of £75,000 for a first penalty order. For a second penalty order arising from repeated non-compliance under the same access agreement, the maximum penalty is £150,000. Any third or subsequent penalty order issued under the same access agreement shall be subject to a £500,000 maximum. This larger penalty can be issued repeatedly without requiring parties to go through the full enforcement process again (i.e. further complaints may instead be brought as subsequent complaints under Section 70ZI, rather than needing to make another initial complaint followed by a second complaint), where non-compliance continues.
125. Where an access agreement covers multiple workplaces, breaches will be treated cumulatively. This means that the maximum value of £500,000 can be issued, even if the first two penalties occurred in relation to breaches at different workplaces, so long as they are covered by the same access agreement.
126. The CAC will consider the following factors when determining the value of the penalty fine:

- a. The gravity of the breach – for example, this could include seriousness of the conduct and its impact on the effectiveness of the access agreement
- b. The duration of the breach – for example, this could include whether the breach was isolated, continued for a sustained period, or constituted an ongoing pattern of behaviour
- c. The reason behind the breach – for example, this could include, the nature of the breach, distinguishing between deliberate obstruction, negligence, or genuine error and ensuring the penalty amount reflects how the breach was committed
- d. The number of workers affected by the breach – for example, this could include, whether the breach directly impacts a group of workers, how many workers were affected, whether through being denied access to trade union officials, or through access provisions exercised in a way that caused disruption
- e. The size and resource of the liable party
- f. Whether there have been previous failures by the liable party to comply with previous or active access agreements

127. The CAC must take these factors into account, and this ensures that the level of the penalty is proportionate to the nature of the breach. The nature of the breach each party is able to carry out will be different. The fundamental purpose of an access agreement is to enable trade union officials to enter workplaces or communicate with workers (or both) for any of the access purposes, so for example, the deliberate obstruction of access by an employer is a very serious breach. The CAC, therefore, could for such a breach decide to award the maximum level of fine after each complaint under 70ZI(2). There is no limit to the number of £500,000 fines for third and subsequent breaches. Breaches of a much lower gravity are likely to attract lower levels of penalty or no penalty at all.

How to appeal a CAC decision

128. Appeals regarding a CAC determination, declaration, or order, including a penalty order, made under *Chapter 5ZA* of the 1992 Act can be made to the Employment Appeal Tribunal (EAT).
129. On appeal of a penalty order, the EAT may either:
- a. Quash the order to pay a penalty fine
 - b. Reduce the penalty fine
 - c. Dismiss the appeal
130. Please see further guidance on how to do this at the following link - [Appeal to the Employment Appeal Tribunal \(EAT\): Overview - GOV.UK](#)

Section E: Annexes - standardised templates for an access request, access response, notifying the CAC that access has been agreed, and notifying the CAC of a variation or revocation of an access agreement

131. As set out in the consultation that the government launched on 23 October 2025, the government is providing standardised templates for various notifications in order to provide best practice. Please find these standardised templates here:

- a. access request from trade union
- b. access response from employer
- c. notification to CAC of an access agreement
- d. notification to CAC of a revoking or variation of an access agreement

Trade Union Access Request Template

Note: Trade Union(s) should complete this form to notify the relevant business or businesses that they wish to negotiate an access agreement.

Legal Reference

This is a request for access under section 70ZB(1) of the Trade Union and Labour Relations (Consolidation) Act 1992.

Name of Trade Union:

Certificate of Independence:

Reference Number and attach a copy of the certificate.

Reference Number:

Note: The Trade Union may issue this to an electronic communication address provided by the employer to the trade union, or where such an address has not been provided, to an electronic communication address made publicly available by the employer for communications with the employer.

Officials Information

Note: The Trade Union should indicate below which address is the relevant one for the employer to respond to for future correspondence or negotiations.

From:

Trade Union Official(s) submitting the access request on behalf of the trade union:

Name(s):

Address / Email:

Trade Union Official(s) authorised to conduct negotiations for an access agreement on behalf of the trade union

Name(s):

Address/Email:

A Contact for Further Information

Name:

Address/Email:

Trade Union Official(s) who would have responsibility for the requested access under the proposed access agreement

Name:

Address/Email:

To:

[Employer Name]

[Employer Address]

[Date]

Purpose of Access

State the purpose of the access request, in line with section 70ZA(6) of the Trade Union and Labour Relations (Consolidation) Act 1992. For example:

- To meet, support, represent, recruit, or organise workers (whether or not they are members of a trade union)
- To facilitate collective bargaining

Description of the workers

A general description of the workers to which access is being sought:

Type of Access Requested

Type of access requested:

- ☐ Physical
- ☐ Communications/Digital
- ☐ Both

Please state below if the access is to be on one or more occasions

Please provide a description of the access being sought. An example may be access to a private room once per week or month.

Reasons why the access set out above is being requested. This includes if this is an application to multiple sites and the rationale for why the Trade Union is applying for multiple sites in one request.

Location(s) for Physical Access

If physical access is requested, specify and/or describe the workplace(s) involved (so far as known).

Assistance the Trade Union will need

Provide details of any assistance the TU anticipates they will need from the employer to facilitate the access. For example, this might be a room.

Frequency of Access

Specify the frequency and duration of each occasion of access requested and the reasons for each.

Practical Information for the Visit

Provide contact details for the trade union official responsible for the access (e.g., email address or alternative contact information).

Notice Period

State the notice period the trade union will give between access being agreed and the first access taking place, as well as arrangements for notice for subsequent visits.

Initial Notice Period

Notice for Routine Visits

Contact for Further Information:

[Name, Position, Email, Phone Number]

Repeat of a recent request for access

Where the access request is a repeat of a recent request and is substantially the same and concerns the same workers, please provide;

- a. A statement that this is a repeat of a previous request for access with the date of that previous request; and

- b. Where the trade union and the employer agreed in writing terms for access but not before the end of the negotiation period. A copy of the agreed terms either within the request or as an attached document.

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Any Further information

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Employer Response Notice Template

Note: This response must be sent to the contact details, given in the access request, of the trade union official who gave the access request on behalf of the trade union.

[Employer Name]

[Employer Address or name and address of representative]

[Date]

To:

[Trade Union Name]

[Address / Email provided in access request]

Note: The Employer should make clear below in their response who any further correspondence or negotiation material should be directed to.

Employer Contact for Access Arrangements

Name: [Name]

Role: [Role]

Email / alternative contact: [Email / phone]

Employer Contact for individuals giving the response notice on behalf of the employer

Name:

Role:

Email/alternative contact:

Employer Contact for individuals authorised to conduct negotiations for an access agreement on behalf of the employer:

Name:

Role:

Email/alternative contact:

Response Notice – Section 70ZB(4) of the Trade Union and Labour Relations (Consolidation) Act 1992 (“the 1992 Act”)

This notice is issued as a formal response under section 70ZB(4) of the 1992 Act to the access request dated [insert date of trade union request].

1. Employer Decision

- ☐ The employer accepts the access request in full.
- ☐ The employer accepts the access request in part.
- ☐ The employer declines the access request in full.
- ☐ The employer declines the access request in part.

2. Where a repeat access request is made following a negotiation period (where terms for access had been agreed).

- ☐ The employer confirms this response is made under section 70ZB(4) of the 1992 Act.
- ☐ The employer accepts the request on the terms previously agreed as set out in/attached to the repeat access request
- ☐ Confirmation that there is no change to the information previously given in the response notice [dated -]
- ☐ The following information is new to the employer and would have been contained in the earlier response notice had it been known at that time.

If any new information, please include this below

3. Information Where Request is Accepted (Full or Partial)

For each workplace, please provide the name and contact details of at least one individual who would have responsibility for the requested access under the proposed access agreement.

Employer Contact for Access Arrangements

Name: [Name]

Role: [Role]

Email / alternative contact: [Email / phone]

- a) Workers to Whom Access Relates
[List categories and approximate numbers]

- b) Confirmation of the address(es) and, if necessary, the location of the workplace(s) to which access has been requested.

- c) Information about the times likely to be suitable for the access requested.

- d) What assistance or support the employer can provide to facilitate the access requested

4. Rejection (Whole or in Part)

- (a) Rejected elements: [Describe]

This should include as much detail as possible to ensure that the applying trade union has the necessary information to begin negotiations.

- (b) Reasons for rejection: [Explain]

This should include as much detail as possible to ensure that the applying trade union has the necessary information to begin negotiations.

- c) Where the refusal is in connection with the employer having received an access request to substantially the same workers from another Trade Union, confirmation of this and details of the Trade Union.

5. Employer Contact Information

Name: [Name]

Email / contact: [Email/phone]

Signed:

[Name]

[Position]

For and on behalf of [Employer]

Date: [Insert date]

6. Any Further information

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Access Agreement Notification Template

Access Agreements Reached by Negotiation – Notification to the Central Arbitration Committee

Complete this form to notify the Central Arbitration Committee (CAC) of an agreement of access by negotiation.

1. Parties

Employer: _____

Qualifying Trade Union: _____

2. Purpose of Notification

The parties hereby notify the Central Arbitration Committee (CAC) of the terms of an access agreement in accordance with section 70ZD(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 (“the 1992 Act”).

3. Required Information (Regulation 5(2))

(a) This notification is provided in writing.

(b) This notification is signed and dated by both the trade union and the employer (see Paragraph 5).

(c) A copy of the access agreement is attached to this notification.

(d) The parties confirm that the access agreement has been made in accordance with section 70ZD(1) of the 1992 Act.

4. Method of Submission

Notification may be submitted to the CAC by either party on behalf of both, provided the requirements of Regulation 5(2) are met.

5. Date of Notification

Date: _____ (DD/MM/YYYY)

Guidance Note: Enter the submission date to assist CAC processing and timelines.

6. Signatures

For the Employer:

Name: _____

Position: _____

Signature: _____

Date: _____

For the Qualifying Trade Union:

Name: _____

Position: _____

Signature: _____

Date: _____

Access Agreement Variation/Revocation Notification Template

Complete this form to notify the Central Arbitration Committee (CAC) of a variation to, or revocation of, an access agreement previously notified to the CAC. Please also provide a copy of the access agreement previously notified to the CAC.

Reference to Statutory Provision

This notification is made under section 70ZG of the Trade Union and Labour Relations (Consolidation) Act 1992.

Please confirm below:

☐ I confirm that this notification is made under section 70ZG of the Trade Union and Labour Relations (Consolidation) Act 1992.

Guidance Note: Keep the statutory reference exactly as written to identify the legal basis for the change.

Purpose of Notification

This notification relates to an access agreement previously notified to the CAC and indicates whether the parties seek a variation or a revocation.

Guidance Note: Confirm the agreement has been previously notified to the CAC. Tick whether this is a variation or a revocation.

☐ Variation (specify changes below)

☐ Revocation (confirm full revocation below)

Please enter below the date of previous notification to the CAC.

Date: _____ (DD/MM/YYYY)

Date of Notification

Date: _____ (DD/MM/YYYY)

Guidance Note: Enter the submission date to assist CAC processing and timelines.

Previously Notified Access Agreement

Title of Agreement	_____
Date of Original Agreement	___/___/___
CAC / Internal Reference (if any)	_____

Copy of Original Agreement Attached	☐ Yes ☐ No
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Guidance Note: Provide identifying details of the original agreement. Attach a copy if available or if CAC requires it. If unsure, seek CAC clarification.

Variation or Revocation Details

If you ticked Variation, complete the table below and attach the revised agreement:

Clause/Term	Original Text (summary)	New Text / Variation (summary)

☐ Revised agreement attached (required for variations).

Guidance Note: List each varied clause clearly. While reasons are not explicitly required, they can assist clarity. Attach the revised agreement showing the variations.

If you ticked Revocation, confirm:

☐ The parties hereby revoke the access agreement in full, effective from: _____
(DD/MM/YYYY)

Guidance Note: If revoking, provide an effective date after the day on which the CAC is notified. Consider transitional arrangements if relevant to operations.

Submission and Attachments

Attachments checklist:

- ☐ Copy of original agreement (if requested/available)
- ☐ Revised agreement showing variations (for variations)
- ☐ Any supporting documents

Guidance Note: Ensure all referenced documents are included before submission to the CAC.

Parties and Signatures

Guidance Note: All parties to the agreement should sign. If there are more than two parties, add additional rows as needed. Consider whether separate signature pages are acceptable; confirm with CAC if necessary.

Party Name/Organisation	Role/Capacity
Signature: _____ Date: ____/____/____	

Party Name/Organisation	Role/Capacity
Signature: _____ Date: ____/____/____	

Additional parties: add further signature blocks as required.

Submission on Behalf of All Parties (optional)

☐ I confirm that I am submitting this notification on behalf of all parties and that all signatures are attached or will be provided as mirror submissions by each party.

Guidance Note: This can reduce duplicate emails, but you should confirm CAC preferences on joint vs. separate submissions for verification and security.

Note: This template is provided to assist completion. Confirm any procedural specifics and submission addresses with the CAC before sending.

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