



UK Government

## Code of practice: Right of trade unions to access workplaces

Issued by the Secretary of State under Section 203 of the Trade Union and Labour Relations (Consolidation) Act 1992

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This Code is issued under the power given to the Secretary of State by section 203 of the Trade Union and Labour Relations (Consolidation) Act 1992, with the authority of Parliament (resolutions passed on xxx by the House of Commons and on xxx by the House of Lords). It comes into effect, by order of the Secretary of State, on xxx.

## Code of Practice: Right of trade unions to access workplaces

### Contents

<b>Preamble</b> .....	<b>4</b>
<b>Section A: Introduction</b> .....	<b>5</b>
Background .....	5
Legal status of the Code.....	6
Who can apply for access to a workplace? .....	6
To which workplaces are trade unions able to apply for access?.....	6
<b>Section B: Establishing an access agreement</b> .....	<b>7</b>
How to apply for access .....	7
How should the employer respond to a request for access? .....	7
How should the trade union and employer negotiate terms of access? .....	8
How to refer an application to the CAC if negotiations are not successful.....	9
How the CAC takes decisions on whether access takes place or not.....	9
Circumstances in which access must not be granted .....	10
Circumstances in which it is reasonable for access to not be granted .....	10
‘Model’ terms of an access agreement .....	11
Additional matters that the CAC must have regard to .....	12
Joint applications by two or more unions .....	13
<b>Section C: Operation of an access agreement</b> .....	<b>13</b>
Where can access take place?.....	13
What about if a meeting room is not available? .....	14
When can access take place? .....	14
Privacy of meetings.....	14
How to operate an access agreement involving third parties.....	15
Accounting for non-typical working patterns.....	16
‘Digital’ access .....	16
Amending or revoking an access agreement.....	17
Read across to the trade union recognition process .....	18
<b>Section D: Resolving disputes and enforcement</b> .....	<b>18</b>
Resolving differences about the operation of access agreements .....	18
How to make a complaint to the CAC .....	18
Intervention by the Central Arbitration Committee.....	19
How does the CAC decide the value of the penalty? .....	19
How to appeal a CAC decision.....	20
<b>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</b> .....	<b>21</b>

**Code of Practice: Right of trade unions to access workplaces**

a. Trade Union Access Request Template.....22

b. Employer Response Notice Template .....25

c. Access Agreement Notification Template .....28

d. Access Agreement Variation/Revocation Notification Template .....30

### 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 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 proposed secondary legislation. The Code intends to provide guidance on these provisions in a manner that is clearly accessible for everybody.
4. The approach contained in this Code is in line with the provisions provided in the 1992 Act and act as a guide where a trade union is considering making an application for an access agreement 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 the application for access can be considered by the Central Arbitration Committee (CAC), which will then decide whether access takes place or not. 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 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. Under the current legislative framework, trade unions do not have a general independent right of access to workplaces. Instead, trade unions 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 agreement in place, there is limited scope for trade unions to exercise their core functions, not only in facilitating collective bargaining, but also in representing and supporting workers in employment-related matters. These include raising awareness of employment rights, supporting wellbeing, and helping resolve workplace issues before they escalate. Access will enable unions to contribute positively to workplace culture, fostering open communication and trust between employers and employees – leading to more stable and constructive industrial relations.
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 on a voluntary basis and are encouraged to make use of the Advisory, Conciliation and Arbitration Service's (Acas) conciliation services where they are proving unable to agree to access arrangements on a voluntary basis. Given the limited time available, Acas will respond to the conciliation request as soon as possible, and preferably 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 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 virtual 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.
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 alleges 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 are:

## Code of Practice: Right of trade unions to access workplaces

- 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 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 union officials can reach, communicate, recruit, support, and represent workers within a workplace, either on an individual basis or for the purposes of 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. 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 recognition, it is advised that all parties familiarise themselves with the recognition process including access arrangements and unfair practices, to ensure that amicable worker-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 apply for access.

### 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

## **Code of Practice: Right of trade unions to access workplaces**

each employer. For example, a workplace of less than 21 workers that is part of a wider company that employs 21 or more workers would be within scope of the access policy.

22. Unions will not be able to access private dwellings, though hybrid workplaces that are a combination of residential and working environments are in scope, subject to considerations that are listed in this Code.

## **Section B: Establishing an access agreement**

### **How to apply for access**

23. Once a trade union has decided that they would like to seek entry into a workplace or communicate with workers by other means, they should first seek to agree terms of access with the employer on a voluntary basis. 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.
24. Where voluntary arrangements have not been possible to reach, the trade union may submit an access request to the employer in question. The union should direct their request to the person or department at the employer with the authority to grant access to the workplace in question.
25. The request for access should be completed using the standardised form available in Section E (Annexes). Please refer to this template, which details all of the information that is required in a request for access.
26. A single request for access may include reference to various premises operated by a single employer to which the union is requesting access.
27. 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. Effort should be made by all involved parties to ensure these communications are secure and parties may wish to encrypt emails for this purpose. Other methods of delivery may also be used, including postage if email is not practicable. Both unions and employers should maintain records of access requests and responses that can be used to demonstrate when they were made and received.
28. When making an access request, the union should provide as much information as possible to give subsequent negotiations with the employer the best possible chance to be successful.

### **How should the employer respond to a request for access?**

29. Upon receipt of the application, the employer can take up to 15 working days to respond to a request for access. Employers should use the response template

## Code of Practice: Right of trade unions to access workplaces

available in Section E (Annexes). The employer should provide as much useful information as possible at this stage to help facilitate successful negotiations with the union, including whether another trade union has recently applied for access or is awaiting a ruling from the CAC on whether access will be granted. A full list of information that is required in the employer's response to a union request for access can be found in the template for access responses.

30. If the employer agrees to the terms in the request, then it should make clear its acceptance in the response to the union. The parties should then notify the CAC using the CAC's mailbox ([enquiries@cac.gov.uk](mailto:enquiries@cac.gov.uk)) to record the agreement and proceed.
31. If the employer is rejecting the terms of access provided in the request, then it should notify the union of this in clear language. The employer must provide details of which elements of the request for access they are specifically rejecting. This should then allow the union to understand any issues the employer has and should increase the likelihood of successful negotiation.
32. 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 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 [enquiries@cac.gov.uk](mailto:enquiries@cac.gov.uk)).
33. There may be certain scenarios where an employer has been unable to respond to an access request in the allotted fifteen working days, for example a school will in most cases not be able to do so during school holidays. Unions are encouraged to avoid submitting access requests to employers at times where they are aware that staff will be unavailable to respond.

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

34. The union and the employer have 25 working days following the conclusion of the response period to negotiate the terms of an access agreement,
35. 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. They may find it helpful to work from a single document that acts as a draft access agreement, making alterations to it as negotiations progress.
36. If negotiations on the terms of access are successful, then the parties should jointly notify the CAC ([enquiries@cac.gov.uk](mailto:enquiries@cac.gov.uk)), who will then lodge the access agreement.

## Code of Practice: Right of trade unions to access workplaces

37. If the union and the employer are proceeding with fruitful 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.
38. The union can then send this agreement to the employer in the way that they would if they were applying for a new access agreement.
39. 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).
40. The parties would then send this agreement to the CAC in the normal way ([enquiries@cac.gov.uk](mailto:enquiries@cac.gov.uk)).
41. There may be scenarios where one party would like to extend the negotiation period, but the other party does not. Here, one of the parties could apply to the CAC for a determination. The CAC will either:
  - a. impose access terms.
  - b. allow more time for the parties to negotiate further
    - i. if these negotiations are successful, then the union would send these terms to the employer, the employer would agree, and the agreement would be sent to the CAC
    - ii. if these negotiations are unsuccessful, the CAC will hear each party's arguments before taking a decision on whether access takes place.

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

42. If negotiations on the terms of access are unsuccessful, then either party can notify the CAC ([enquiries@cac.gov.uk](mailto:enquiries@cac.gov.uk)), who will then begin their decision-making process. As per the 55-day CAC referral period, a party has 15 working days to do this following the conclusion of the negotiation period. Where the CAC considers that it was not reasonably practicable for a party to apply for a determination under section 70ZE within the time limit it can be extended by a further 15 days (to 70 days in total).

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

43. Where an access agreement is referred to the CAC for a decision, this decision will by default be made by a three-member panel, as is standard practice for the CAC, unless the agreement is consistent with certain 'model' terms, in which case the CAC can in some cases make decisions using a single panel member.

## **Code of Practice: Right of trade unions to access workplaces**

44. The CAC is guided by several principles and factors when taking a decision on whether access takes place or not.
45. All decisions on access should be consistent with the access principles that are set out in the 1992 Act. The operation of an access agreement must therefore balance the right of the trade union to enter a workplace with the employer's right to continue to operate without unreasonable interference.
46. These principles reflect the government's intention that trade unions should have access to workers, but that this access should not unreasonably interfere with the employer's business and that employers should not have to take unreasonable steps to facilitate access.
47. 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**

48. The CAC shall not grant access to a workplace that has fewer than 21 workers.
49. 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.
50. 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.
51. There may be some workplaces, or sections of some workplaces, in which access would present a genuine risk to national security, or the detection or investigation of offences. Access will not take place if the CAC considers that it is in the interests of national security that access does not take place. Furthermore, access will not take place if the CAC decides that it would prejudice the investigation or detection of offences. 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.

### **Circumstances in which it is reasonable for access to not be granted**

52. If the employer in question already recognises an independent trade union that represents the one or more of the workers that are subject to an access request, then the CAC may refuse access 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.

## Code of Practice: Right of trade unions to access workplaces

53. 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.
54. 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, though they are not compelled to do so. This mirrors the approach taken in the statutory recognition process.
55. The CAC may also refuse access if it determines that access may jeopardise the health and safety of any person covered by that access agreement.

### 'Model' terms of an access agreement

56. Where a 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 union's request for access is consistent with these 'model' terms, the CAC is more likely to consider that access should be granted.
57. Access of a frequency of up to weekly will also be regarded as a model term by the CAC. This means that the CAC can regard access on a weekly basis as a term that does not unreasonably interfere with an employer's business. 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. Rather, the CAC will be able to grant access of *up to* a weekly basis if certain criteria are met.
58. For the purposes of the right of access framework, 'weekly access' means a visit or meeting with a worker or group of workers, whether in person or virtually. It 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 union. Such an action does not constitute an instance of weekly access.
59. Weekly access will not in every case mean a visit or meeting that takes place at the 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.
60. 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 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 in the maritime sector.
61. There are also a number of terms of an access agreement that the CAC must consider to be reasonable steps for an employer to take to facilitate access.

## **Code of Practice: Right of trade unions to access workplaces**

These include that the 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.

62. Whilst employers will be required to take reasonable steps to facilitate access such as creating online calls or moving chairs and tables around to make space for a physical meeting, 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.
63. 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. Further detail on how to ensure the privacy of communication under an access agreement can be found in Section C of this Code.
64. 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.
65. The second terms 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**

66. 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 be adhered 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. This includes workplaces such as schools that require safeguarding considerations for a visitor to enter the premises. More specifically, the CAC will consider that union compliance with all reasonable instructions provided by the employer, such as evidence that the union official carrying out access in a school has an enhanced Disclosure and Barring Service (DBS) check, is a term that is reasonable to the union to comply with.

## **Code of Practice: Right of trade unions to access workplaces**

67. 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 agreement, where that is necessary to enable access to take place.

### **Joint applications by two or more unions**

68. Two or more trade unions may make a joint application for access to a workplace.

69. Where this happens, the unions should act together in preparing and implementing the access arrangements. Therefore, unless the employer and the unions agree otherwise, the unions in question should have common access arrangements. The amount of time needed for access would be the same for single or joint applications.

## **Section C: Operation of an access agreement**

### **Where can access take place?**

70. Where practicable, a 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.

71. However, each case will depend on the type of workplace concerned, and the union will need to take account of certain circumstances and operational requirements. In particular, consideration will need to be given to the employer's responsibility for health and safety and security issues. Access arrangements should reflect specific local circumstances. To use 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 should take place in staff rooms.
- c. On hospitals or residential care homes, access should take place in staff office or meeting rooms. 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.

72. Where they are suitable for the purpose, the employer's typical methods of communicating with the workforce should be used as a benchmark for determining how the union should communicate with members of the same workforce during the access period.

73. 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 should make the same facilities available to the union. However, in cases where the

## Code of Practice: Right of trade unions to access workplaces

workplace is more confined, and it is therefore the employer's custom and practice to hold only small meetings at the workplace, then the union will also be limited to holding similar small meetings at that workplace, or conducting access through digital means.

74. For access to take place in certain premises, such as workplaces situated in ports, 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?

75. In exceptional circumstances, due to the nature of the business or severe space limitations in both private and shared areas, access may need to be restricted to meetings away from the workplace premises, and the 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 all reasonable assistance to the union in notifying the workers in advance of where and when such off-site events are to take place. In certain specific circumstances it may be appropriate to use digital forms of communication in order to reach relevant workers.

### When can access take place?

76. The union's access to the workers should usually take place during normal working hours but at times which minimise any possible disruption to the activities of the employer. This will ensure that the union is able to communicate with as large a number of the workers as possible.
77. The union should ensure that disruption to the business is minimised, especially for small businesses which might find it more difficult to organise cover for absent workers.
78. In deciding the timing of meetings and other events, the 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 periods or towards the end of a shift where possible.
79. 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.

### Privacy of meetings

80. Employers should 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.

## **Code of Practice: Right of trade unions to access workplaces**

81. 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 union. In general, it should be expected that such workers would be invited by the union to attend access meetings. However, there may be circumstances - for example, where the attendance of supervisors would deter other workers from expressing their opinions, or where managers are campaigning on behalf of the employer – where it is reasonable for the union not to invite them. In such circumstances, consideration should be given to arranging separate access meetings for the supervisors and managers concerned. In situations where they are not invited to attend meetings with other workers, supervisors or other managers should not insist on attending simply because they are part of the group of workers in question. To avoid uncertainty and the disruption of meetings, the union should consider in advance whether it wishes to exclude such individuals from meetings, taking steps where possible to inform the individuals concerned before the meeting occurs. The union should avoid issuing generalised or loosely drafted invitations to attend access meetings, if its intention is to prevent certain individuals from attending.
82. 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 union accordingly unless key security considerations prevent such disclosure. The employer and the 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. 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.
83. 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.

### **How to operate an access agreement involving third parties**

84. 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 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 government intends for these workers to be able to enjoy the benefits of the right of access policy.
85. In this scenario, the security company would be required to take reasonable steps to facilitate access. This would involve engaging with the organisation

## Code of Practice: Right of trade unions to access workplaces

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 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 other parties can complain to the CAC that they are not complying with the access agreement and the normal right of access enforcement framework applies.

86. In the shopping centre scenario, the 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

87. Many workers will not work full time in a standard working week (Monday to Friday). Others might rarely visit the employer's premises. The employer should bear in mind the difficulties faced by 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.

88. The employer should be receptive to a 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 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 the maximum 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 union.

89. In these circumstances, it may be most useful for the union to use 'digital' access arrangements.

### 'Digital' access

90. Not all access will take the form of the physical presence of a union in a physical workplace. Access can take place in a 'digital' manner alongside or instead of physical access. Unions have the right to virtually access a group of workers in a workplace provided that it does not unreasonably interfere with the employer's business.

91. Digital access can take place through, but not limited to, the channels used by the employer in question. The starting point for digital access is that the employer would cascade factual union communications or information to their workers that the union has requested to be cascaded in line with the access agreement, or facilitate for example, an online meeting via existing IT platforms between the

## Code of Practice: Right of trade unions to access workplaces

union and workers in which the union can, for example, run a presentation and Q&A.

92. A union cannot communicate with workers directly in every case. For 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 union to their employer, the worker could alternatively reach out to the 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 union.
93. 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 of UK General Data Protection Regulation (UKGDPR). To summarise the process:
- a. The 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.
94. 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 union has requested to be cascaded on a staff intranet or all-staff email).
95. Unions are still able to continue to enter into voluntary agreements on data sharing, as they do currently.

### Amending or revoking an access agreement

96. Parties to an access agreement cannot unilaterally amend or revoke an access agreement.
97. The parties may wish to amend an access agreement for various reasons, including where the physical sites of access either close or move locations.
98. 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 notify the CAC through their case manager.

## **Code of Practice: Right of trade unions to access workplaces**

### **Read across to the trade union recognition process**

99. As mentioned in the introduction, where an application for access may be made by a trade union with the long-term stated goal of 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-union-employer relationships are supported and maintained.

## **Section D: Resolving disputes and enforcement**

100. It is the employer's responsibility to take reasonable steps to facilitate access. 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.

### **Resolving differences about the operation of access agreements**

101. Trade unions and employers should seek to resolve disagreements about access-related matters through dialogue wherever possible,

102. They should make full use of any mechanism to resolve such disputes which they may have established in the access agreement. It would be good practice if both the employer and the union nominated a person to act as their lead contact if disagreements or questions arose about the implementation of access arrangements.

### **How to make a complaint to the CAC**

103. If the parties are unable to resolve disputes through dialogue, then a party may request that the CAC decide whether a dispute is valid 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.

104. Complaints to the CAC must be made less than three months after the matter complained of is alleged to have occurred. Complaints should be made via email to the CAC case manager who will have been appointed to the case, unless this is not practicable. This email should set out in as much detail as possible on the nature of the alleged breach the nature of the alleged breach of the access arrangement

## Code of Practice: Right of trade unions to access workplaces

### Intervention by the Central Arbitration Committee

105. 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.

106. Following a complaint, the CAC can:

- 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) or,
- b. declare that the complaint is well-founded and issue an order requiring specified steps to be taken in order to ensure the access agreement is complied with.

107. A further complaint can be made if the other party/third party has carried out the conduct complained of again within 12 months; or has breached (at any time) a CAC order requiring specific steps to be taken. Further complaints to the CAC 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?

108. 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, where non-compliance continues.

109. 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.

110. The CAC will consider the following factors when determining the value of the penalty fine:

## Code of Practice: Right of trade unions to access workplaces

- 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 union officials, or through access provisions exercised in a way that caused disruption.
- e. The size or administrative resource of the liable party.
- f. Whether there have been previous failures by the liable party to comply with previous or active access agreements.

## How to appeal a CAC decision

111. Appeals regarding a CAC determination, declaration, or penalty order can be made to the Employment Appeal Tribunal (EAT).
112. On appeal, the EAT may either:
  - a. Quash the order to pay a penalty fine
  - b. Reduce the penalty fine
  - c. Dismiss the appeal
113. 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**

114. 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

## Code of Practice: Right of trade unions to access workplaces

### a. 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.

From:

[Trade Union(s) Name(s)]  
[Address / Email provided in access request]

To:

[Employer Name]  
[Employer Address]  
[Date]

#### 1. 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 ("the 1992 Act"). For example:

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

#### 2. Legal Reference

Include a sentence such as:

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

#### 3. Description of the workers

Description of the workers to which access is being sought:

#### 4. Type of Access Requested

Specify whether physical and/or digital access is requested. Briefly describe:

- The nature of the access (e.g., in-person meetings, digital forums)

The reason why such access is being requested

- The rationale for the type of access requested

## Code of Practice: Right of trade unions to access workplaces

### 5. Practical Information for the Visit

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

### 6. Information as to the facilities the Trade Union will need

Provide details if the facilities that the Trade Union anticipates they will need (e.g. a private room).

### 7. Notice Period

State the notice period the 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

### 8. Frequency of Access

Specify the frequency and duration of access requested and the rationale for this frequency.

### 9. Location(s) for Physical Access

If physical access is requested, specify the workplace(s) involved. If multiple workplaces are included, explain why they are grouped in one request.

### 10. Certificate of Independence

Attach or reference the union's certificate of independence.

Contact for Further Information:

[Name, Position, Email, Phone Number]

### 11. Repeat of a recent request for access

If this is a repeat of a recent request for access, please provide

## Code of Practice: Right of trade unions to access workplaces

- a. A statement that this is a repeat of a previous request for access with the date of that previous request; and
- b. The text of the proposed access agreement either within the request or as an attached document.

### 12. Any Further information

### 13. Any Further information

For the Qualifying Trade Union:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Code of Practice: Right of trade unions to access workplaces

### b. Employer Response Notice Template

[Employer Name]  
[Employer Address]  
[Date]

To:  
[Trade Union Name]  
[Address / Email provided in access request]

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

This notice is issued as a formal response under section 70ZB of the 1992 Act to the access request dated [insert date of 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 whole / in part).

#### **2. Information Where Request is Accepted (Full or Partial)**

(a) Employer Contact for Access Arrangements

Name: [Name]

Role: [Role]

Email / alternative contact: [Email / phone]

(b) Workers to Whom Access Relates

[List categories and numbers]

(c) Workplace Locations

[List locations]

Where workplace not owned by employer: [Owner name/address]

(d) Working / Shift Patterns (where appropriate)

[Shift/rota details]

## Code of Practice: Right of trade unions to access workplaces

(e) Facilities for Access (if applicable)  
[Describe facilities]

### 3. Additional Information (Where Request Follows Previous Negotiation Period)

- The employer confirms this response is made under section 70ZB of the 1992 Act.
- The employer accepts the request on the terms of the previously negotiated access agreement.

If no new information has been submitted since the previous response, please confirm in this box

If any new information has been submitted, please include this below

### 4. Rejection (Whole or Partial)

(a) Rejected elements: [Describe]

(b) Reasons for rejection: [Explain]

## Code of Practice: Right of trade unions to access workplaces

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### 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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## **c. 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 6(2))**

(a) This notification is provided in writing.

(b) This notification is signed and dated by both the trade union and the employer (see Section 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 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 6(2) are met.

#### **5. Signatures**

For the Employer:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For the Qualifying Trade Union:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

## **Code of Practice: Right of trade unions to access workplaces**

Date: \_\_\_\_\_

## Code of Practice: Right of trade unions to access workplaces

### d. 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)	_____

## Code of Practice: Right of trade unions to access workplaces

Copy of Original Agreement Attached	<input type="checkbox"/> Yes <input type="checkbox"/> 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)	Reason

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. 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

## Code of Practice: Right of trade unions to access workplaces

**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.