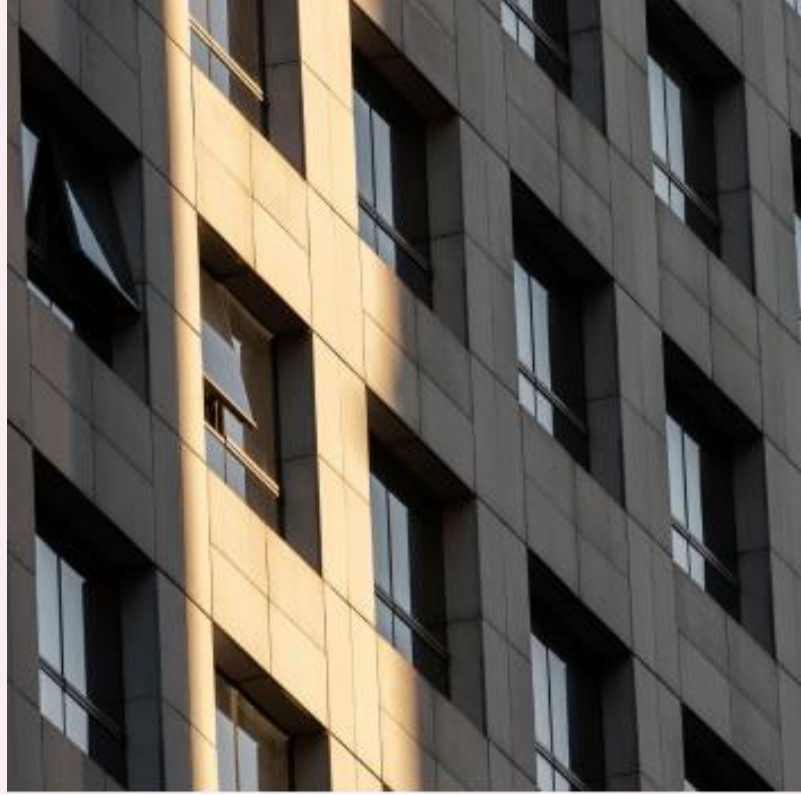


Right of trade unions to access workplaces

April 2026



The Employment Rights Act 2025 (ERA) introduces a statutory right for independent trade unions to access workplaces, both physically and digitally, for the purposes of meeting, supporting, representing, recruiting, or organising workers, and facilitating collective bargaining, but not to organise industrial action. The new right of access is separate and distinct from the process of a trade union applying for statutory recognition or derecognition. However, it may be the prelude to such a process.

The right of access is expected to come into effect in October 2026. If taken up actively by unions, this change may result in a significant shift in UK industrial relations, with increased union engagement and recruitment, particularly in previously non-unionised or low-union-density workplaces. The right of access may also result in greater trade union involvement in disciplinary and grievance processes.

The Government has published its response to the [Consultation](#) on how the new access right will work in practice. Secondary legislation will set out the operational and practical details in relation to: requesting and negotiating an access agreement; Central Arbitration Committee (CAC) determinations on whether access takes place or not; and how the CAC is to take decisions on the level of fines for breaches of access agreements.

The Government is also consulting on a [draft code of practice](#) on the right of access, as well as standardised templates for access requests, employer response notices, and notifications regarding access agreement variations or revocations.

The code is intended to be the main source of practical guidance on the new statutory access framework and will address, amongst other things, how access requests should be made and how access agreements should be negotiated and implemented across different types of workplaces. The finalised code will not impose any legal obligations on an employer, and non-compliance will not give rise to any freestanding legal proceedings. Provisions of the code will, however, be admissible in evidence and must be taken into account in any court, tribunal, or CAC proceedings where considered relevant.

Below is a high-level overview of the operational detail of the trade union access regime and some of the practical implications.

Key issues

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Access requests: what information will employers receive?

The access request must be made in writing (email being the preferred method) with an optional Government template available. Amongst other information the union must specify a general description of the workers access is being sought to (where possible), the purpose, type of access (physical and/or digital) including a brief description of the nature of the access (e.g. in-person meetings, access to digital worker forums) and rationale for the type of access, details of the appropriate employer support required to facilitate access, for physical access, the workplace location(s) involved (if access is requested to multiple workplaces, an explanation for this grouping must be provided), contact details for the trade union, the notice period to be provided for the initial access visit and any subsequent visits, frequency of access (and rationale for it).

In light of concerns raised in the consultation unions will not be required to specify the exact date of the first access visit. Instead, the date is to be agreed between the parties, subject to a minimum notice period of 5 working days.

Workplace access request process

Employer Response

Employers must reply within 15 working days, stating acceptance or rejection (with reasons), workplace locations, and contact details.

Negotiation Period

If the request is not accepted (in full or part), parties have 25 working days to negotiate an agreement.

Referral to CAC

If no agreement is reached, either party may refer the matter to the CAC within 55 working days from the original request.

Timeframes for employer's response and negotiation

The Government has taken on board that the proposed timeframes for the employer response, negotiation period and CAC referral periods (where no agreement is reached) were unrealistic and impractical. Employers must respond to access requests within 15 working days stating acceptance (in full or part) or rejection. The employer and trade union can, however, mutually agree an extension to the response period.

Where the employer accepts a request, the response must include the following information:

- the name and contact details of the person the union should liaise with regarding access and an alternative contact
- a list of categories of the workers in the workplace that the trade union have sought access to and the numbers of those workers
- details of the workplaces where those workers are located
- where appropriate, details of shift/working patterns/ rotas
- any facilities available to use for the purpose of facilitating access.

If the employer rejects the request (in whole or part) its response must set out the following:

- those elements of the access request that are rejected
- the reasons for rejection
- confirmation of whether the employer has received another access request from, or is engaged in negotiations with, another trade union
- an email address or alternative contact details for the employer.

The draft code acknowledges scenarios where employers may be unable to respond within the prescribed timeframe and encourages unions to avoid submitting requests during known staff absences.

Notification to the central arbitration committee (CAC)

Where agreement is reached, a joint notification must be made to the CAC, using a standard template. Any variation (other than a minor variation) or revocation of an access agreement must also be jointly notified to the CAC in writing.

Exemptions: when access will be refused

Employers with fewer than 21 workers will be exempt from the statutory right of access. Such an employer can however grant access on a voluntary basis should it so wish. The 21-worker exemption applies to the employing entity across the organisation and not on an individual establishment basis. However, the Government recognises that in some cases the 21-worker exception could limit the ability of trade unions to engage with workers who are covered by a national bargaining process but employed across smaller workplaces. Accordingly, from 2027 the statutory access framework will be amended so that access rights can apply in workplaces covered by a statutorily supported national bargaining framework,

CAC determinations

The CAC will determine whether access should be granted, guided by principles that access should not unreasonably interfere with business, that employers should take reasonable steps to facilitate access (but are not required to make significant structural changes (e.g. new meeting rooms or IT systems)) and that neither physical nor digital access should be refused solely because the other is permitted.

Where reasonable and proportionate the CAC will expect union compliance with: applicable health and safety requirements; reasonable site security, identification and visitor arrangements agreed with the employer and relevant qualifications or certifications (e.g. DBS checks), where appropriate to the nature of the workplace; and relevant legal obligations, such as data protection and confidentiality requirements.

When can trade unions access begin?

Minimum 5 working days' notice before first access after a CAC decision.

including the national bargaining frameworks in place in relation to adult social care.

The CAC will also not grant access if it would present a genuine risk to national security or prejudice the investigation or detection of offences.

Circumstances where access may reasonably be refused

Presence of a recognised union: the CAC may (not must) refuse access if another independent union is already recognised for the relevant group of workers. An independent [trade union](#) is one which is not under the control of an [employer](#) or group of employers or of one or more employers' associations, and is free from interference by an employer or any such group or association.

Excessive resource allocation: employers will not be required to allocate more resources than necessary (e.g. constructing new meeting spaces or implementing new IT systems or material operational disruption) to facilitate access. The Government is of the view that reasonable steps an employer may be expected to take to facilitate access include proportionate use or adaption of existing facilities, arrangements for meetings, secure communications, or issuing building passes.

Pre-existing recognition or access: access *may* not be granted if: there is an ongoing statutory recognition process at the workplace concerning the worker[s] that the access request is seeking access to; or, there is already an access agreement in relation to the worker[s] the access request is seeking access to.

Duration of access agreement

Access agreements to have a maximum duration of two years, after which they must be renewed or revised. An agreement can be mutually varied or rescinded; it is recommended that access agreements include an adaptation provision addressing the circumstances in which the agreement may be varied to address changing circumstances (such as size and location of the workforce) and the timeframe and process for doing so.

There is no mechanism for unilateral termination of an access agreement by the employer in cases of inappropriate union behaviour. In such cases the employer will have to complain to, and seek a remedy via, the CAC.

Government's model terms

The Government will legislate for model terms relating to matters that the CAC must consider reasonable for both employers and unions to comply with. The CAC will have regard to these when determining an application for access. Where the union's request for access is consistent with these 'model' terms, the CAC is expected to be more likely to consider that access should be granted. The model terms will, amongst other matters, provide for:

- weekly access (physical, digital, or both)
- at least two working days' notice for each access event
- compliance with all reasonable instructions given by the employer by the trade union official seeking access to the workplace; including

completing relevant health and safety inductions, providing relevant identification, or signing in at the front desk

- the employer to ensure as far as reasonably possible, that any direct communications between its workers and a trade union subject to the access agreement are private
- health and safety and safeguarding requirements.

However, the model terms do not prevent employers and unions from agreeing longer notice periods and/or longer access intervals where this better reflects the needs of a particular workplace.

In practice employers may wish to make it a provision in their access agreement that compliance with reasonable instructions, health and safety requirements, reasonable site security, identification and visitor protocols, data protection and confidentiality obligations (and so on) are a condition of access; rather than relying on the union complying with the code of practice and/or having to make use of the CAC complaints process.

The Government's intention is that the new statutory access framework should supplement, not replace, voluntary arrangements. Employers have been concerned that existing collaborative cultures may be undermined by the new framework and whilst the draft code encourages voluntary collaboration outside the statutory regime the default model terms and availability of penalties for non-compliance may have the potential to disincentivise a voluntary approach.

Fines and enforcement

If a party considers that an access agreement has been breached it can complain to the CAC which can impose fines for non-compliance.

Following the consultation the Government has revised its approach to a three-tier enforcement model and increased penalty cap: up to £75,000 for a first penalty; up to £150,000 for a second penalty and; up to £500,000 fine for the third breach and each subsequent non-compliance under the same access agreement. Factors for fine calculation include gravity, duration, reason for breach, number of workers affected, organisation size, and compliance history. The Government is clear that any fines should not be an automatic or punitive response. In addition to financial penalties the CAC can alter agreements and issue orders.

It is recommended that when negotiating an access agreement a clear dispute resolution mechanism should be incorporated; including the process and points of contact to help mitigate the risks of disputes being escalated to the CAC.

Practical considerations for employers

- *Deadline discipline:* employers will need to have clear internal processes for identifying, reviewing, and responding to access requests within the fifteen working day timeframe.
- *Standardised documentation and record-keeping:* staff will have to be trained and familiarised with the Government templates (or in house versions) for responses and notifications to the CAC. Careful record-keeping will be essential for compliance and audit purposes.

Direct digital access: If the trade union is seeking direct digital access to the workers the employer may need to obtain express consent from each worker before sharing contact details to be compliant with its data protection obligations. This may well be logistically complex particularly where large numbers are involved and having regard to human nature and the likelihood of refusals or 'non-responders'. Employers may therefore wish to resist direct digital access becoming a term of the access agreement. Where this is the case, the employer should consider what alternative manageable digital access mechanism can be offered to facilitate the access arrangements.

- *Negotiation obligations:* internal ownership and protocols for engagement should be established in advance of October 2026 to ensure that HR and legal can meet the 25-working day period to negotiate terms with the union (where an access request is not accepted outright).
- *Access facilitation:* employers raised concerns in the consultation in relation to physical access challenges: for example, in relation to home-based or mobile workers, workers based at third party premises, in multi-site businesses or businesses with a significant security and health and safety emphasis. Seeking to address this, the draft code provides that access should take place at the actual workplace (e.g. in a meeting room) where practicable, but that arrangements should reflect local circumstances, including health and safety and security. The draft code envisaged that 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.
- Careful consideration should be given to the necessary logistical planning and operational adjustments (e.g. meeting spaces, managing visitor access, or enabling digital communications) that will be needed to facilitate union access (physical and/or digital) before reaching any agreement on access or embarking on the CAC determination process.
- *Atypical working patterns:* the draft code suggests that 'it may be most useful for the union to use 'digital' access arrangements.'
- *Digital access:* the draft code currently envisages that 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 union and workers in which the union can, for example, run a presentation and Q&A.*
- *Access channels:* Where digital access is requested, employers must clarify which channels are in scope (e.g., email, intranet, webinars, MS Teams/Zoom), determine (and as applicable incorporate into the access agreement or otherwise agree) what identity verification process should be used in relation to the union representatives, acceptable distribution lists, recording rules, and security controls (no new IT systems are required, but pragmatic enablement is expected).
- *Access scheduling:* to ensure compliance with the access/ notice obligations (at least five working days' notice for the first access (following a CAC determination) and at least two working days' notice for subsequent visits) employers will have to ensure that the necessary diary management and coordination with operational teams is in place.
- *Reviewing and/or revising access agreements:* ideally consideration should be given to the process, including timelines and triggers, for varying terminations and negotiation agreements.
- *Managing multiple unions:* where a recognised union is already present, employers may need to manage requests from additional unions and the potential for workplace disruption or competing

Timeframe/next steps

- The consultation closes on the Code of Practice closes on 20 May 2026.
- The right of access is intended to come into force by October 2026; the precise date has not yet been determined.

representation claims and ensure equal opportunities to avoid unfair advantage or inducement complaints.

- *Co-ordination*: larger or multi-site companies must consider how to manage the potential complexity of managing requests, negotiations, notifications, and compliance monitoring across sites.
- *Data protection and confidentiality*: employers must ensure that any data shared or processed in the context of access requests and union communications complies with UK GDPR and the Data Protection Act 2018, especially where digital access is involved.
- *Training and policy updates*: HR, management and legal teams will require training on the new statutory requirements, and internal policies and procedures will need to be updated to reflect the new trade union access landscape.
- *Reputational considerations*: how employers handle union access requests and compliance may affect their reputation among employees, unions, and the wider public, particularly if disputes become public or escalate to the CAC. Equally the regime may provide the opportunity for improved employee relations.

[Trade-union-right-of-access-government-response](#)

[Make Work Pay: draft code of practice on trade union right of access consultation](#)

[Draft code of Practice](#)

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