Part-time status need only be an effective cause of less favourable treatment to give rise to a claim

In *Augustine v Data Cars Ltd* the Supreme Court has made it easier for part-time workers to complain about being treated less favourably than a comparable full-time worker.

What happened in this case?

Part-time workers have a legal right not be treated less favourably than comparable full-time workers as regards their contractual terms or by being subjected to any other detrimental treatment. This protection applies where the less favourable treatment is "on the ground of" the worker's part-time status and is not justified on objective grounds. Previous case authorities in this area have disagreed about whether "on the ground of" meant the part-time status had to be the *sole* cause of the treatment or merely an *effective* cause.

In this case, Mr Augustine was employed by Data Cars as a part-time taxi driver. All taxi drivers had to pay the same weekly fixed fee of £148 to access the Data Cars booking system. Mr Augustine argued that, in practice, this meant he paid a higher fee per hour to drive than a comparable full-time worker. He said this amounted to less favourable treatment of him as a part-time worker.

What was decided?

The Employment Tribunal rejected the claim. Although it said there was less favourable treatment, it concluded that the fee was not charged on the sole ground of part-time status. Rather, charging of a fixed fee was standard practice within the industry to allow an employer to generate revenue.

Mr Augustine appealed to the Employment Appeal Tribunal (the **EAT**) and then the Court of Appeal. The EAT and Court of Appeal both found that Mr Augustine's part-time status was, at least, one reasonfor the less favourable treatment. The EAT considered that the correct test was whether the part-time status was an *effective* cause of the treatment, and it did not need to be the sole cause. Yet both the EAT and Court of Appeal considered they were bound by an earlier decision of the Scottish Court of Session (being the highest court in Scotland), which had said that part-time status had to be the *sole* reason for the treatment for a claim to proceed. Accordingly, the appeals failed.

Mr Augustine appealed again to the Supreme Court. The Supreme Court allowed the appeal, overturning the previous case authority. The Court held that a claim is available where the part-time status is an *effective cause* of the treatment, and it does not need to be the sole cause. This aligns the law on part-time worker discrimination with the approach taken in other types of discrimination cases.

What does this mean for employers?

This decision makes it easier for part-time workers to get

claims off the ground. Employers will not be able to avoid claims by pointing to additional explanations for the less favourable treatment in question. If the part-time status is one cause, then a claim is possible. However, it still remains open to employers to objectively justify the treatment, by showing it had a legitimate aim, and the treatment was a proportionate way to achieve that aim. Where there are additional causes for the treatment, they may be relevant to the question of whether the treatment is justifiable.

Employers should pause to assess their exposure to such claims. Although objective justification is available, it is preferable to avoid such claims arising in the first places. Some areas employers may wish to look at immediately include:

- Are pay arrangements fair? A straightforward pro rating of pay and bonuses should avoid the risk of claims but where there is a meaningful difference in pay for full and part-time workers, employers should interrogate the reasons for this.

- Are benefit arrangements fair? It would be sensible to audit staff benefits such as pension entitlements, health insurance and staff discounts to check how part-time workers are treated in comparison to full-timers. Again, the starting point should be to offer the benefit on a pro-rata basis where possible. Where you have a benefit that cannot be pro-rated (e.g. a company car), consider offering it to them in full or offer an alternative (e.g. a pro-rated car allowance).

- Are holiday entitlements fair? Once again, the pro rata principle should apply to calculate holiday entitlements and this is standard practice. However, where you do not provide part-time workers with a pro-rata bank holiday allowance, this could generate complaints of less favourable treatment. The safest course of action is to provide a pro rata entitlement to the eight bank holidays for part-time workers but stipulate that if a bank holiday falls on one of their working days, they must take annual leave on that day.

Employers should also note that there is a risk that the "effective cause" approach may cross over into claims of less favourable treatment brought by fixed term employers. Protection under the less favourable treatment of fixed-term workers operates in the same way as for part-time workers and so there is a respectable argument that the approach to causation in *Augustine* should be adopted in such claims. Accordingly, when auditing the position for part-time workers, it would be sensible to address how fixed-term workers are treated and consider the reasons justifying any material difference in treatment.

Augustine v Data Cars Limited

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contact.

Work parties, alcohol and consent: EAT clarifies when conduct is ‘unwanted’

In *AB v GH Limited* the EAT has clarified how consent and intoxication affect whether sexual conduct is ‘unwanted’ for harassment purposes. Consent is an important factor, but not conclusive, particularly where workplace power dynamics are at play, and intoxication does not necessarily mean that a person cannot give consent.

What happened in this case?

Following a work Christmas party in December 2021, AB, a female employee, and YZ, her male colleague, returned to the hotel where they were both staying. YZ helped AB carry her bags to her hotel room, where they continued talking. AB was upset about being unsuccessful in a job application and YZ hugged her. This interaction progressed to sexual contact, with items of AB’s clothing being removed and YZ touching her breast. YZ then realised that he did not want matters to continue any further and he left the room.

Having resigned in March 2023, AB brought a claim in the Employment Tribunal (**ET**)alleging, amongst other things, sexual

harassment and constructive unfair dismissal. The ET dismissed all the complaints, most of which it found were brought out of time. In respect of the allegation of sexual harassment at the Christmas party, the ET also held that AB had not proved, on the balance of probabilities, that YZ's conduct was unwanted by her. This was based on the ET's findings of fact, including that AB and YZ were both drunk after the Christmas party, AB had instigated the removal of her clothing, and the sexual touching was consensual.

AB did not challenge any of the findings of fact. Her principal ground of appeal was that the ET had failed properly to consider consent, including her capacity to consent while intoxicated, and should have considered the issue by reference to criminal law principles when deciding whether YZ's conduct was unwanted.

What was decided?

The Employment Appeal Tribunal (**EAT**)rejected the argument that the ET was required to determine consent by applying criminal law principles, confirming that the relevant question was whether the conduct was 'unwanted' for the purposes of the Equality Act 2010.

The EAT confirmed that consent will make it less likely that conduct is 'unwanted', but it is not decisive. For example, a junior employee may reluctantly consent to sexual conduct involving someone in a position of power, while still regarding that conduct as unwanted. Conversely, where consent is freely and enthusiastically given, it will be very difficult to establish that the conduct was unwanted or had the prohibited effect required for harassment.

The EAT cautioned against replacing the term ‘unwanted’ with ‘unwelcome’ or ‘uninvited’, even though there is guidance from the Equality and Human Rights Commission’s Code of Practice which suggests that these terms essentially have the same meaning. The EAT found this guidance confusing, since uninvited conduct could still be welcome, and this would depend on the evidence. ‘Unwanted’ is an ordinary word which should be given its ordinary meaning.

For harassment to be established, the unwanted conduct must also have the purpose or effect of violating a person’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment. When considering whether conduct had that effect, the tribunal must take into account the individual’s perception, the other circumstances of the case and whether it was reasonable for the conduct to have that effect. Consent may also be relevant to this assessment. The EAT was satisfied that although the ET had preferred to refer to the statutory language of ‘unwanted’ rather than ‘consent’, it *had* made findings relevant to consent, including explicitly finding that AB had consented to the sexual contact by YZ.

The EAT also provided useful guidance on the effect of intoxication. It confirmed that a person may be so intoxicated that they lack capacity to consent. However, intoxication does not, in itself, mean that a person lacks capacity: the question is whether they retained the capacity to make the relevant choice. On the facts of this case, the ET had accepted that both parties were drunk, but did not find that AB was so intoxicated that she lacked capacity to consent. It found that she was able to hold a conversation, express what she wanted, and instigate the conduct that followed. The EAT also noted the ET’s findings that AB had said afterwards that she did not have an issue with what had happened when she

believed YZ had also been drunk at the time, and that her concerns only arose when she later came to believe that he had been sober.

What does this mean for employers?

Importantly, this was not a case involving a manager and subordinate. AB and YZ performed the same role and there was no evidence of an imbalance of power. The decision is nevertheless a useful reminder that consent and unwanted conduct are closely linked but not interchangeable. Where workplace power dynamics are at play, conduct could still be regarded as unwanted even where an employee has consented. Tribunals must therefore assess the full factual context, including any concerns about pressure or influence, rather than treating consent as the end of the matter.

The judgment also helpfully clarifies the role of intoxication in harassment claims. While a person may be so intoxicated that they lack the capacity to consent, the fact that someone has been drinking does not automatically mean that consent is invalid. The key question will be whether the individual retained the capacity to make that choice at the relevant time.

With the duty to prevent sexual harassment due to be upgraded on 30 October 2026 to a requirement to take *all* reasonable steps to prevent it, employers may wish to revisit their approach to alcohol at work-related events. Sensible measures could include limiting the availability of alcohol, ensuring food and non-alcoholic alternatives are readily available, reminding employees of expected standards of behaviour, and reinforcing the organisation’s anti-harassment policy before

events.

AB v GH Limited

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Revised ACAS Code of Practice on Disciplinary and Grievance Procedures: what employers need to know

On 30 July 2026, the Advisory, Conciliation and Arbitration Service (ACAS) published a revised draft of their Code of Practice on Disciplinary and Grievance Procedures (Code), along with a consultation on the new proposed provisions.

Most employers will be familiar with the current version of the Code, which sets out expectations for how disciplinary and grievance procedures will be run by employers. It does not have any statutory force, but an unreasonable failure by an employer to comply with the Code can lead to an uplift of up to 25% on any compensation awarded to an employee by an

Employment Tribunal in a relevant claim. Similarly, compensation may be reduced by up to 25% if the employee themselves unreasonably fails to follow the Code. In addition to the Code, ACAS produces statutory guidance which is advisory only.

Given the consequences for a breach, the new proposed draft Code and accompanying consultation will be of great importance to employers and employees.

What are the proposed changes?

The key changes suggested by the new draft Code are as follows:

- References to ‘employee(s)’ have been replaced with references to ‘worker(s)’, and ACAS have indicated that they consider it **good practice for employers to follow the Code for workers as well as employees**. This expands the scope of the Code and will likely be a surprise to many employers who do not currently have disciplinary or grievance processes applicable to workers. However, it may have little practical effect, as the potential uplift to compensation for any failure to comply will still only apply to claims from employees.

- There is a greater degree of focus on **informal resolution**, with new sections on resolving both employer

and worker concerns and an aim to reduce adversarial or overly legal language. The revised Code refers to "*concerns*" rather than disciplinary or grievance matters at the informal stage, and for the first time will confirm that a **failure to attempt informal resolution will could lead to the uplift or reduction in compensation**. Clear expectations are set for how employers should approach informal management of concerns about conduct and performance, as well as how they should manage concerns raised by workers. Additionally, the Code is now explicit that formal warnings or other actions should not result from any informal conversation. When moving to a formal process (i.e. a disciplinary or a grievance), the party issuing the notification will also be expected to set out what steps have been taken to resolve the matter informally.

- A new section has been introduced on the **principles of fairness**, which ACAS intend to apply to all sizes of organisation. The principles largely reflect those already present throughout the current Code, but now specifically include promotion of early and informal resolution and a new expectation that concerns should be resolved early to avoid unnecessary escalation.

- Additionally, a new section has been introduced to cover **mediation and facilitated conversations**, encouraging the use of these processes where possible. The Code acknowledges that these might not always be appropriate,

for instance for smaller businesses or concerns that require an independent decision, and should always be voluntary and confidential. The Code also confirms that any formal procedure should be paused pending the outcome.

- Clear indications of the **meaning of key terms** have now been included, with "*must*" meaning a legal requirement, "*should*" meaning a step that is strongly recommended, and "*good practice*" meaning what ACAS consider to be good practice (but not mandatory).

- The Code continues to state that it will apply in most situations / cases, indicating that employers will continue to be able to adapt it where necessary for their business. However, there is a **new reference to how other legal requirements might need to be considered**, such as the UK Market Abuse Regulation for senior employees or directors. The Code now confirms that it should be followed to the extent that it is reasonably possible to do so.

- There is a **new reference included to the Equality Act 2010 and employers' obligations to make reasonable adjustments for disabled workers**, including examples of

adjustments that might need to be made to processes covered by the Code. Suggestions include accessible venues, documents and permitting the right to be accompanied beyond what is required by statute (e.g. allowing an interpreter or support worker, and/or permitting companions at informal meetings). Workers are encouraged to request adjustments as early as possible.

- New **provisions regarding training** have been introduced, with the Code now confirming that it is "*good practice*" for this to be available to help those involved resolve concerns early and effectively with confidence.

- The **requirements for formal disciplinary processes have been expanded** upon, including a new section on when suspension might be appropriate and how it should be conducted. In line with the overall focus on de-escalating resolution, the Code encourages **continuous consideration of alternative options** such as training, support or mediation, together with more traditional sanctions such as warnings where appropriate.

- Similarly, the **recommendations for formal grievances have been expanded** upon, including a new provision encouraging employees to provide a "*short, clear written*

explanation of the concern". Employers are expected to permit the employee to provide further information where needed.

- The provisions regarding the **employee's right to be accompanied** have been consolidated, and updated to more expressly include case law indicating that extensions beyond the statutory five-working-day minimum should be permitted to allow a companion to attend (unless it would cause unreasonable delay).

The consultation invites views on the above proposals and two additional matters:

- Whether there are any issues arising from the **use of AI in disciplinary and grievance processes** that ACAS should address in the Code or associated non-statutory guidance; and

- Whether the **current title of the Code should be retained** in light of the fact that the scope is now wider than formal disciplinary and grievance procedures.

What will happen next and what should employers do to prepare?

The consultation on the new draft Code opened on 30 July 2026 and will close on 23 September 2026, after which responses will be considered and further amendments may be made. No indication has been given as to when the final Code would be published or when it would come into force.

The proposed revised Code is substantially longer than the current version and places a much greater emphasis on the informal resolution of concerns, as well as opening up new opportunities for workers to argue that they should be covered by employers' policies. There is a clear sense throughout the revised draft Code that employment disputes as a whole need to be de-escalated, and for the first time employees will be obliged to attempt informal resolution rather than raising a grievance (or risk a reduction in compensation). Even where grievances are raised, the Code is clear that they should be short and to-the-point. This may well be a response to the ever-growing backlog in Employment Tribunal claims, as well as the increased trend towards lengthy grievances drafted with the assistance of AI which place a considerable burden on employers to address.

The draft Code also highlights employers' obligations to make reasonable adjustments for those with disabilities, giving potential recourse for any failures (via the uplift) without requiring the employee to bring any claims under the Equality Act 2010. As employers should already be aware, in January 2027 the continuous service requirement for unfair dismissal claims will reduce to six months and the compensation cap will be removed, making such claims more available and far more

attractive to employees. As a result, their obligations to make adjustments in order to comply with the Code will be of much greater importance, and failures could lead to significant financial consequences even where no disability-related claims are pursued.

Employers will therefore need to keep a watchful eye on the progress of the consultation and be prepared to review their disciplinary and grievance processes when the Code is formally updated.

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Right to be accompanied: EAT confirms no request means no statutory duty

In *Wolfe v Taka Mayfair Ltd*, the Employment Appeal Tribunal (EAT) has considered whether the right to be accompanied at a meeting applies where an employee is not aware of the meeting's purpose and does not make a relevant request.

The right to be accompanied applies to disciplinary and grievance meetings under Section 10 of the Employment Relations Act 1999 (**ERA 1999**), where the worker reasonably requests to be accompanied at the hearing. The employer must permit the worker to be accompanied by a trade union representative or a fellow colleague, and the employee has the right to rearrange the meeting by up to five working days in order for the companion to be available.

This case considered, for the first time, how this right may apply where an employee has not requested a companion because they did not understand the true purpose of the meeting. Below, we explore what this means for employees and employers going forward.

What happened in this case*?*

Mr Wolfe was employed as a Head Sommelier and Manager at Taka Mayfair for a month between December 2022 and January 2023. At the end of a shift, he was called into a meeting without notice and dismissed. He brought a claim in the Employment Tribunal for unfair dismissal, disability discrimination and a failure to pay notice pay.

In May 2023, Mr Wolfe applied to amend his claim to include (among other matters) a complaint that he was denied his right to be accompanied under Section 10 ERA 1999. The employer argued that it was a performance review meeting and therefore Section 10 did not apply, but the Tribunal agreed that for the purposes of the amendment application they would take Mr Wolfe’s case at its highest as this would be a question for later evidence.

However, the Tribunal considered that the Section 10 right was not engaged because Mr Wolfe had not made any request to be accompanied. Mr Wolfe had admitted with "*commendable honesty*" that he had made no such request, and the Tribunal determined that this was fatal to his application.

Mr Wolfe appealed to the EAT on the basis that the employer had failed to make him aware of the purpose of the meeting in advance, and that he had not appreciated during the meeting that he might be dismissed. He claimed that, as a result, he was denied the ability to exercise his right under Section 10 and that once he did become aware (i.e. when he was dismissed), it was too late to request a companion.

The core of Mr Wolfe's argument was that, as a matter of principle, it should not be right that an employer can avoid the Section 10 right being triggered by hiding the true purpose of a meeting from the employee. He believed that this would be a loophole in the legislation that Parliament could not have intended, and that employees should not be required to second-guess the purpose of the meeting or ask their employer about it in advance, risking retaliation. He argued that these points were particularly notable given the imbalance of power between the employer and the employee at the types of meetings covered by Section 10.

Mr Wolfe made three additional arguments to support his case:

- He argued that Section 10 required an employee to 'reasonably' request a companion, and therefore there was a parallel obligation for the employer to act reasonably (which they would breach if they withheld the

true nature or potential outcome of a meeting).

- He referred to the ACAS Code of Practice on Disciplinary and Grievance Procedures (**ACAS Code**), which required an employee to be given sufficient information about any alleged misconduct and its possible consequences ahead of a disciplinary hearing, along with sufficient detail about the meeting (including their right to be accompanied).

- He relied on the Human Rights Act 1998, stating that Section 3 required the Tribunal to give effect to the ERA 1999 in a way which was compatible with his Convention rights.

What was decided?

With regard to the main point of Mr Wolfe's appeal, the EAT considered that the obligations on an employer under Section 10 only arose if the circumstances under Section 10(1) were met; if they were not, then the employer had no obligations under the statute. As a result, if the employee did not reasonably request to be accompanied at the hearing, the employer's obligations did not apply and the employee cannot

make a relevant complaint.

The EAT noted that it was open to an employee to request representation during the meeting when the purpose became apparent, even if this had not occurred to them before. This would then arguably trigger the employer's duty to permit it and allow an adjournment to allow the companion to attend.

Regarding the additional points made by Mr Wolfe, the EAT found that:

- There was nothing in Section 10 to impose a general obligation on employers to act reasonably, and whilst legislation must be interpreted purposively in line with Parliamentary purpose, the wording was unambiguous and it was essential to the employer's obligations that the employee had made a request. This may sometimes be a point of dispute, but in this case Mr Wolfe had been clear that no request had ever been made. There was therefore no room for any other interpretation or application of the relevant section. The EAT noted that Parliament had not included any proactive obligation on the employer to notify employees of their rights or any provision addressing the employee failing to understand the purpose of the meeting.

- Whilst the ACAS Code stated that the employee should always be informed of their right to be accompanied, this was only guidance and had no statutory force. It

did not mean that any requirement of the ERA 1999 should or could be disapplied.

- There was nothing to support Mr Wolfe's case that an expanded interpretation of Section 10 was required to comply with his rights to a fair trial under the Human Rights Act 1998. The level of 'reading in' that would be required to align with his argued case was beyond what the EAT would have the power to do.

Mr Wolfe's appeal was therefore dismissed.

What does this mean for employers?

This decision confirms that the requirement for an employee to make a request to be accompanied under Section 10 ERA 1999 is a strict gateway question; if no request has been made, the right does not arise and there is no obligation on the employer under that Section to bring this to the employee's attention.

However, employers need to be careful not to see this as giving permission to conceal the purpose of a meeting from an employee. An employer failing to explain the purpose of a meeting, give sufficient notice of the meeting and notify the employee of their right to be accompanied will all be highly

relevant to whether a dismissal is unfair overall. Such actions are also likely to breach the ACAS Code, meaning any compensation awarded to the employee could be uplifted by up to 25%.

Employers should therefore ensure that they provide employees with sufficient notice of meetings and their associated rights, giving them reasonable time to prepare and source a companion. They should also take any request to be accompanied seriously, even if it is made during the relevant meeting (which may need to be adjourned as a result).

For employees who are facing a meeting with their employer, the decision emphasises that they must make an express request to be accompanied in order to be protected. They should be mindful that the employer may deny this request if the meeting is not for disciplinary or grievance purposes, but if that appears to change at any time (including during the meeting) the request should be renewed.

Wolfe v Taka Mayfair Ltd

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Are you responsible? New right to work rules extend liability beyond direct employers

From 1 October 2026, employers will become obliged to conduct 'right to work' checks on a wider range of individuals, extending beyond those who have a standard contract of employment. The Home Office has now published an updated guide to these changes which clarifies these new requirements.

The changes to the 'right to work' regime will come into force under Section 48 of the Border Security, Asylum and Immigration Act 2025.

What are right to work checks, who is currently subject to them and who is responsible?

It is against the law for employers to employ someone who does not have the right to reside and work in the UK, or who is working in breach of any conditions applicable to their stay. Employers have a duty to prevent illegal working and must be able to demonstrate that they have carried out checks on employees' permission to work before starting employment. They must also carry out follow-up checks for employees whose right to work is time-limited and must keep records of all checks that are carried out. Additional requirements will apply if the employer is a sponsor for UK visa purposes.

Employing someone who does not have the right to work will expose the employer to civil penalties, criminal sanctions, reputational damage and a potential impact on their ability to sponsor employees in the future.

Currently, these obligations only apply to contracts of employment, service or similar arrangements, such as apprenticeships. Businesses are not required to carry out checks on workers who are genuinely self-employed, albeit that the worker may be committing an offence themselves if they are working illegally. Nevertheless, many employers opt to voluntarily carry out such checks to avoid reputational damage, comply with safeguarding obligations or ensure they are protected if the worker is reclassified as an employee.

What is changing?

As confirmed by the newly published guidance, working arrangements such as worker contracts, sub-contractors or those engaged via online job-matching services will now be in scope for right-to-work checks. This means that those who are not ‘employees’ will come within the mandatory scope of the regime for the first time.

The guidance confirms that, where illegal working is identified, the Home Office will firstly look to identify the employer who has a direct contractual relationship with the worker. They will be responsible for carrying out the relevant checks to establish any statutory excuse. However, a new concept of “*extended liability*” will apply in certain circumstances. This means that civil liability penalties may be applies to parties beyond those who are part of the direct contractual relationship with the employee.

The guidance states that this will not apply to every business that purchases work or services from another business, nor will it apply to a client, customer or end-user who is purchasing work or services for their own internal operations.

The guidance gives several helpful examples to illustrate when extended liability may arise:

- Extended liability is likely to apply wherever there is a chain of contracts, or where an online matching service is used to match contractors or other workers with work. The examples that the guidance states would qualify include:
    - A property developer engaging multiple businesses through a chain of contracts to provide workers for various elements of the project, in which case the developer may become liable.
    - A homeowner using an online matching service to find an electrician, resulting in a contract between the homeowner and the chosen business (who then send their worker to carry out the task). In this case, the matching service may become liable.
    - An individual signing up to work through a food delivery platform, who engages them as an independent contractor and pays them for each completed delivery (with permission to substitute a friend if they are unavailable). In this case, the platform may become liable.

- It appears that standard outsourcing, temporary worker and agency arrangements will not be caught, provided that the work or services are being provided directly to the contractual counterparty and not passed on to a third party.
    - Under the examples given, a retail business entering into a contract with a facilities management company to provide cleaning services will not lead to extended liability for the retailer, because the retailer is not arranging work or providing services onwards to a third party. Only the facilities management company will remain liable for conducting checks on the employees they engage for this work.

    - A similar analysis applies to a company hiring temporary workers to support day-to-day operations within a business during a surge of demand, as again the work or services is being provided directly.

The guidance also describes the "*prescribed requirements*" which are in effect the steps that the employer (or other party) must complete in order to have a statutory excuse for civil liability. For direct employers, this will involve carrying out right-to-work checks on the relevant individual; for those caught by extended liability, they must show that they had appropriate contractual terms, substitution controls and identity verification systems in place prior to the work /

services commencing.

What should employers do?

Employers will need to assess all categories of worker that are used by their business, and identify any that will come into scope for right-to-work checks as of 1 October 2026. For any arrangements where extended liability may apply, they will then need to liaise with the relevant third party to ensure that proper checks have been carried out or are undertaken prior to the new regime coming into force, and that the necessary contractual safeguards are in place. They should also review training for their HR teams and their onboarding policies to ensure that they have a proper process in place for any new engagements going forwards.

Employers who are in any doubt as to their obligations should seek specialist immigration advice as soon as possible.

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LUNCHTIME WEBINAR – Unfair Dismissal: Are you ready for 2027?

LUNCHTIME WEBINAR – 22 September 2026

From 1 January 2027, the unfair dismissal landscape will change significantly. More employees will be able to bring claims, they will have longer to do so, and the cap on compensation will be removed. For employers, the implications are substantial. Decisions being made now and throughout the remainder of 2026 will need to be considered in light of the forthcoming reforms.

Join Partners Claire Dawson and Paula Chan for a practical lunchtime webinar examining what the changes mean for employers, the risks employers should be preparing for, and the steps organisations should be considering now.

We will cover:

- **What is changing and why it matters.** A concise overview of the three key reforms: the longer limitation period, shorter qualifying period and removal of the compensation cap.
- **How will the changes affect dismissals taking place in 2026?** We will explore the transitional issues and what employers should bear in mind when managing dismissals in the run-up to January 2027.
- **What needs to change from 1 January 2027?** We will consider the practical impact on probationary periods, dismissal processes, settlement strategy and more.
- **Can employers reduce their exposure?** We will look at the options available to employers to reduce their exposure to the new rules.

Date: Tuesday, 22 September 2026
Time: 12.00pm-12.45pm

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Unfair Dismissal: Are you ready for 2027?



BDBF Lunchtime webinar: 22 September 2026

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Please click here to register for the webinar