

Employer duty to prevent sexual harassment: what changes on 30 October 2026?

On 30 October 2026 the duty to prevent sexual harassment will become more onerous for employers who will be required to take all reasonable steps to prevent it from happening at work. On the same date, employers will become liable for claims of discriminatory harassment committed by third parties, including sexual harassment.

What is the current position?

Since October 2024, employers have been subject to a positive duty to take some, but not all, reasonable steps to prevent sexual harassment of workers by co-workers or third parties.

In this context, “sexual harassment” means unwanted conduct of a sexual nature which has the purpose or effect of violating a person’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. The duty covers sexual harassment occurring “in the course of employment”. Naturally, this covers sexual harassment occurring within the workplace, but it also covers harassment occurring at work-related events such as conferences, off-sites, parties or leaving drinks. Importantly, the duty requires employers to anticipate the situations when workers might be exposed to sexual harassment and take action *in advance* to prevent it from happening. Employers must not wait until an incident has occurred before taking action.

What is changing?

On 30 October 2026, two important changes will come into force:

- The preventative duty will become more onerous and require employers to take **all** reasonable steps to prevent sexual harassment.
- Employers will become liable for the harassment of their staff by third parties, such as customers, clients, contractors and members of the public. This will cover sexual harassment *and* all other forms of discriminatory harassment under the Equality Act 2010.

These changes have significant consequences for employers. First, it will become much harder for employers to discharge the duty to prevent sexual harassment, as they will need to show that they had done *everything* that was reasonable for them to do. In particular, a lot will be expected from large and well-resourced employers and from employers where sexual harassment is especially prevalent. Second, liability for third party harassment significantly widens an employer's exposure to claims of sexual harassment.

When will a preventative step be “reasonable”?

When the duty to prevent sexual harassment first came into force in 2024, the EHRC updated its detailed technical guidance on [Sexual Harassment and Harassment at Work](#) (the **Guidance**) to address the new duty and how to approach compliance. This Guidance is due to be updated again to reflect the upgrade to the duty coming into force on 30 October 2026.

To complement the detailed Guidance, the EHRC also published a more user-friendly [8-step guide for employers](#) which set out the steps expected from most employers. Again, this guide is due to be updated to reflect the imminent change in the law.

The Guidance explains that what is “reasonable” will vary from employer to employer. That said, whether or not a step is reasonable is assessed against an objective standard, rather than just by what the employer thinks.

Factors which will be relevant to whether a step is reasonable include, but are not limited to, the following things:

- the employer’s size and resources;
- the sector it operates in;
- the working environment;

- particular risks present in the workplace; and
- the likelihood of workers coming into contact with third parties, and the types of third parties that they might come into contact with.

Taking these factors into account, an employer must consider the risks of sexual harassment arising in the course of employment and the different steps that it could take to prevent it from happening. It must then assess which of those steps would be reasonable for it to take and, in future, implement *all* of them. When making this assessment, the time, cost, potential disruption and likely effectiveness of the proposed steps are all relevant considerations. However, it is important to remember that it may still be reasonable to take a step even if it might *not* be effective in preventing the harassment.

What steps should employers consider taking to discharge the duty?

The Guidance and 8-step guide recommend that employers should take the following preventative steps as a minimum:

- **Have effective policies in place.** Employers should have separate policies for sexual harassment as distinct from other forms of harassment (or have one clearly

delineated policy). Such policies should also cohere with other relevant policies such as disciplinary, social media and health and safety policies. By now, most employers will have appropriate policies in place, but these should be reviewed and updated before 30 October 2026 to reflect the imminent changes to the law. Policies should also be reviewed after any significant incident of sexual harassment and to address any trends apparent from internal complaints, staff surveys and/or exit interviews.

- **Engage with staff.** Employers are encouraged to engage with workers using a variety of methods to identify where the risks lie and whether the steps taken are working. This could be done in a variety of ways, for example, in round table discussions or an anonymous staff survey. Now is the time for employers to refresh any such engagement to ensure that the steps taken reflect the views of staff. Employees should also be made aware of the relevant policies and understand how they work and the consequences of breaching them.
- **Assess and take steps to reduce risk.** A risk assessment is central to compliance with the preventative duty. Employers must interrogate the risk of sexual harassment within their organisation and take the steps that could be taken to eliminate or minimise such risks. Typical risk factors include: job insecurity, power-imbalances, lone working, the presence of alcohol, customer-facing

duties, gender imbalanced workforces and workers being placed on secondment. Importantly, employers need to review previous risk assessments and consider whether its conclusions still stand or whether a further risk assessment is needed to identify further reasonable steps. This is likely to be needed where there have been changes in the workplace or industry, in light of new feedback from staff or where there have been incidents of sexual harassment. For example, if an employer has identified a trend of sexual harassment complaints after events involving a free bar, consideration should be given to whether a reasonable step would be to restrict the amount of alcohol on offer or to move away from events centred around alcohol altogether.

- **Reporting harassment.** Staff should understand how to raise concerns and multiple channels for reporting should be offered, including the option to report anonymously. Employers should also consider other ways to detect harassment, for example, via informal one-to-ones, sickness absence records, return to work meetings and exit interviews. Where an employer has received no reports of sexual harassment, this does not necessarily mean that sexual harassment is absent – it may be an indicator that the reporting and detection mechanisms are not working. Now would be a good time to review existing reporting mechanisms and check that staff understand how to report and feel empowered and safe to do so.

- **Training.** All staff should receive training on workplace sexual harassment and how to report it. This training should cover both prohibited conduct and encourage staff to engage in respectful and safe behaviours at work. Such training should also be tailored to the sector and audience, with more comprehensive training provided to those in leadership and HR roles. Training programmes should be reviewed regularly, and refresher training should also be offered, ideally in advance of 30 October 2026.

- **Dealing with complaints appropriately.** Employers must take prompt action when a complaint is made, and the matter should be kept confidential. Other factors to consider include protecting the complainant and witnesses from harassment or victimisation. Employers must bear in mind their duty of care to employees who have been accused of harassment and are under investigation. A good response includes taking appropriate and consistent disciplinary action against the perpetrators of harassment. Those who engage in unlawful conduct should not be unfairly protected, rewarded or promoted, regardless of their importance to the organisation. Where the perpetrator is a third party, in some cases this may mean ending the relationship with them.

- **Dealing with harassment by third parties.** Harassment by third parties should be taken just as seriously as

harassment by a colleague – and from 30 October 2026 employers will be liable for such harassment if they have not taken all reasonable steps to prevent it. Employers need to build in an assessment of third-party risks into their risk assessments and have appropriate reporting mechanisms in place.

- **Monitor and evaluate.** Employers must keep the steps taken under review and take further preventative steps as needed – this is particularly important given that more will shortly be expected from employers. For example, if a previous risk assessment had identified preventative steps which the employer decided *not* to take forward, this should be reviewed before the upgraded duty comes into force. If the step in question is reasonable, then it must be taken now or the duty will not have been met.

There are, of course, many other steps that employers could consider taking to help discharge the duty. Australia has had a similar duty to prevent in place since 2022 and the Australian Human Rights Commission has issued extensive [guidelines](#) on the steps needed to discharge that duty. Some suggestions are set out below.

- Require senior leaders to be involved in the development

and oversight of a compliance plan, including regular reviews of whether the chosen steps have been effective.

- Require senior leaders to lead on workplace communications about the duty, to act as role models and to be responsible and accountable for compliance with the duty (with consequences for failure built into their employment contracts and remuneration packages).
- Encourage staff to call out both positive and unacceptable behaviour and recognise those who do so, for example, in appraisal and promotion processes.
- Make support options available for staff. This can include both internal support options (e.g. a named member of HR or a mental health champion) and external support options (e.g. an Employee Assistance Programme or free advice line).

What are the consequences of breaching the duty?

Enforcement action by the EHRC

Where an employer fails to comply with the duty (or there is a suspicion that this is the case), the EHRC will be able to take enforcement action against them. This includes powers to:

- investigate the employer;
- issue an “unlawful act notice” which confirms that the employer has breached the duty and requires it to prepare an action plan setting out how it will remedy the breach and prevent future breaches;
- enter into a legally binding agreement with the employer to prevent future unlawful acts; and/or
- ask the court for an injunction to restrain an unlawful act.

The EHRC’s enforcement action is in the public domain, with details of their current and past investigations held on their [website](#).

This raises an important point for employers to note when it comes to settling claims of sexual harassment. Employers are not allowed to use settlement agreements to gag workers from

blowing the whistle about various forms of malpractice. The EHRC is a “prescribed body” for whistleblowing about breaches of equality law, which means that workers are entitled to make whistleblowing disclosures to them about such breaches. Therefore, even after a settlement agreement has been signed, a worker will remain entitled to blow the whistle to the EHRC about a breach of the duty to prevent sexual harassment which, in turn, could lead to enforcement action attracting negative publicity.

Uplift to compensation

Where an individual brings a claim against their employer and the Employment Tribunal finds that they were subjected to sexual harassment it must consider whether, and to what extent, the employer has breached the legal duty to prevent sexual harassment. Where a Tribunal concludes that the employer has breached the duty, it may award an uplift to the compensation award. Any uplift must correlate to the extent of the employer’s breach but may not exceed 25%.

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Dismissal for expressing protected beliefs

In the *University of Bristol v Dr David Miller* the EAT has upheld findings that an academic's particular anti-Zionist beliefs were protected under the Equality Act 2010 and his connected dismissal was discriminatory and unfair.

What happened in this case?

Dr David Miller (the **Claimant**) was employed as a professor by the University of Bristol (the **University**) and was summarily dismissed for gross misconduct following public comments he made about Zionism, including comments directed at students and student societies.

The Claimant's academic work was well known, political and viewed by some as controversial. His public comments had led to a first lengthy independent investigation in 2020, which had concluded there was no formal case to answer in connection with any of the matters investigated. In 2021 a second investigation concluded that certain of the Claimant's statements would be '*offensive to many*' but were not '*antisemitic or amount to or involve discrimination*'.

Nevertheless, it was decided that there was a case to answer in respect of the Claimant's breaches of University policies including the Equality and Diversity policy and the Acceptable Behaviour at Work Policy. While recognising the importance of freedom of speech and academic freedom, the University

concluded that the Claimant's actions constituted gross misconduct, in particular, as he had '*singled out students and student societies for criticism*', and that he had failed to show sufficient '*responsibility, diligence and care*' in his statements and the way he made them.

The Claimant brought claims in the Employment Tribunal (ET) against the University including direct belief discrimination, belief-related harassment, unfair dismissal and wrongful dismissal.

What is the relevant law?

"Religion or belief" is a protected characteristic under the Equality Act 2010 (**EqA 2010**) and includes any religious or philosophical belief.

In *Grainger plc and others v Nicholson*, the EAT set out the following criteria for identifying a protected "philosophical belief":

- The belief must be genuinely held.
- It must be a belief, not an opinion or viewpoint based on the present state of information available.
- It must be a belief as to a weighty and substantial aspect of human life and behaviour.

- It must attain a certain level of cogency, seriousness, cohesion and importance.
- It must be worthy of respect in a democratic society, not be incompatible with human dignity and not conflict with the fundamental rights of others.

These have been described as modest threshold requirements that should not be set too high.

In *Higgs v Farmor's School*, the Court of Appeal held that where an employee is dismissed for *manifesting* a protected belief, this will constitute direct discrimination unless it is objectively justified. .

Therefore an employer can discipline or dismiss an employee for manifesting a protected belief provided that the employer's action is taken in pursuit of a legitimate aim and is not disproportionate.

What did the ET decide?

The ET found that the Claimant 's anti-Zionist beliefs were protected philosophical beliefs and that the expression of those beliefs was a material factor in the decision to dismiss. The ET held that the Claimant's opposition to Zionism was confined to opposition to the exclusive realisation of Jewish rights to self-determination within a land which is home to a substantial non-Jewish population. It was not

opposition to the idea of Jewish self-determination or a Jewish state *per se*. Accordingly, his belief was held to be worthy of respect in a democratic society and qualified as a protected belief. It held that the dismissal was directly discriminatory, unfair and wrongful.

The University had challenged whether the Claimant's beliefs met various parts of the *Grainger* test, but the most serious challenge was to whether it met the last criterion. The ET made clear many people would disagree with Dr Miller's beliefs or find them offensive but ultimately found, they were still protected. Only beliefs akin to pursuing totalitarianism, or advocating Nazism or espousing violence and hatred in the gravest of forms are deemed 'not worthy of respect in a democratic society'. The fact that a belief is protected, however, does not mean an employee can necessarily voice it with impunity in the workplace if the way the belief is manifested is objectionable.

The ET reduced the Claimant's unfair dismissal award by 50% for contributory fault, finding that his comments concerning students and student societies were blameworthy and had contributed to his dismissal. The ET also held that there was a 30% chance that, had the Claimant remained employed, social media posts he had made in August 2023 would in any event have resulted in a lawful dismissal in October 2023.

The EAT appeal

The University appealed the ET's decision on nine grounds and the Claimant cross-appealed on three grounds.

The Employment Appeal Tribunal (**EAT**) rejected all but one of the University's nine grounds of appeal, with one aspect of the remedy assessment remitted for further consideration. The Claimant's cross-appeal was dismissed.

The EAT upheld the conclusion that the Claimant's anti-Zionist beliefs qualified for protection as philosophical beliefs under the Equality Act 2010. The EAT also upheld the finding that there was a composite reason for dismissal. It was not only the Claimant's comments about students and student groups that prompted the dismissal; his expression of the protected beliefs themselves was also a material factor. The comments about students and student groups were regarded as inappropriate and blameworthy, but were distinct from the expression of his protected beliefs. As the non-objectionable expression of those beliefs was itself a material part of the reason for dismissal, the dismissal amounted to direct discrimination and could not be justified on proportionality grounds.

The ET had assessed a 30% chance that, had the Claimant remained employed, social media posts he made in August 2023 would in any event have resulted in a lawful dismissal in October 2023. The EAT held that the basis for that assessment had not been adequately explained and remitted the issue for reconsideration.

What does this mean for employers?

This decision highlights the importance of clearly identifying what is objectionable about an employee's conduct where protected beliefs are engaged and the consideration of appropriate sanctions.

Relevant considerations may include whether the expression is unlawful or discriminatory, incites violence or hatred, or presents a risk to others. Employers should distinguish those concerns from disagreement with, or objection to, the protected belief itself.

Where there is genuinely objectionable conduct alongside protected expression, disciplinary action should focus on that conduct. If the non-objectionable expression of the protected belief itself materially influences a dismissal, the employer may be unable to justify the decision on proportionality grounds. In such circumstances, a warning or lesser sanction is likely to be the appropriate starting point.

In this case there had been a previous investigation into the Claimant's public communications which had not resulted in any disciplinary sanction so the investigation that led to his dismissal was the second investigation into statements he had made. Had the University issued the Claimant with some guidance or a warning at an earlier stage on what was acceptable in relation to his communications with or about students, his subsequent dismissal may have been proportionate.

Therefore, employers should:

- Be clear what constitutes acceptable behaviour in their organisations and intervene where unacceptable behaviour occurs

- Be consistent concerning disciplinary sanctions – keep records and follow up with monitoring of the conduct in question
- Train managers on having difficult conversations including about sensitive issues
- Where a dismissal has taken place, monitor post termination conduct –expressions of a belief even after termination will be relevant to the true nature of an employee’s beliefs as well as to the question of any reduction in the compensatory award.

[University of Bristol v Dr David Miller \[2026\] EAT 84](#)

For more detailed coverage of the law in this area see our [Webinar, Culture wars at work: Navigating employee rights, beliefs and the law](#) from July 2026.

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Government sets out plans for statutory right to bereavement leave from April 2027

The Government has published its response to the *Consultation on Leave for Bereavement including Pregnancy loss* which ran from 16 October 2025 to 15 January 2026.

Current entitlement to statutory bereavement leave and what is changing

Currently, only employees who lose a child have a statutory entitlement to time off from work for bereavement. Parental Bereavement Leave and Pay is available to bereaved employees if they or their partner lose a child up to the age of 18 or have a stillbirth after 24 weeks of pregnancy, provided they meet certain eligibility criteria. This entitlement provides up to two weeks of paid leave that can be taken in one-week blocks, either consecutively or separately, within 56 weeks of the child's death.

The Government has confirmed that a statutory, day-one right to bereavement leave which will be introduced via secondary legislation in April 2027. The right will include a protected period during which employees can take time away from work following a bereavement.

Key elements of the entitlement will include:

- **Pregnancy loss:** Leave will be available to employees who experience all types of pregnancy loss before 24 weeks (including terminations and IVF embryo transfer loss). Leave will be available to the person who experienced the pregnancy loss, the other biological parent, partners, and intended parents in a surrogacy arrangement.
- **Other bereavements:** Leave will be available to employees who experience a bereavement of their spouse, partner (cohabiting and non-cohabiting), parents, adult children, siblings (biological, adopted, step and half), and equivalent parental relationships for those raised in kinship arrangements or by foster carers.
- **Length and timing of leave:** Employees can take up to two weeks of unpaid leave, based on their average working pattern. Leave can be taken within 56 weeks of the bereavement, and it can be taken in discontinuous, single days. The leave period starts from the date of death or pregnancy loss, or the date of knowledge of the loss.

- **Notice and evidence requirements:** Notice can be given as soon as reasonably practicable, the same day if taken within the first eight weeks of bereavement, and one week's notice thereafter. Any form of notice is acceptable. There are no evidence requirements.

Pay entitlement: There will be no entitlement to statutory pay, unless the bereavement falls under the Parental Bereavement Leave and Pay rules (i.e. where a child under 18 has died or there has been a stillbirth after 24 weeks) in which case statutory pay at a flat rate of £194.32 per week is payable (and this rate is increased each April).

Additional measures

The Government recognises that creating a new statutory entitlement alone is not enough to encourage better bereavement support and outcomes for both employees and employers. Guidance will be published alongside the secondary legislation to support employers to implement bereavement leave, support their staff, and to help individuals understand and access their rights.

The Government will also continue to explore how it can support bereaved people in employment by working with stakeholders.

The Government acknowledges the calls for bereavement leave to be paid but confirms that as it is intended to introduce a

statutory minimum entitlement it will be unpaid. Employers will be encouraged to enhance the leave with increased length or pay.

What does this mean for employers?

Many employers already offer unpaid or paid bereavement leave but it is sometimes managed in an ad hoc fashion depending on the nature of the bereavement and the length of the employee's service for example. The new statutory right will introduce rules around how bereavement leave is managed and provide protections for those taking the leave. Employers will need to revise their bereavement leave policy and employment contracts in due course and will also need to consider whether to enhance the right and offer paid leave.

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New flexible working rules to take effect from Autumn 2027

In September 2026, the Government published the response to its consultation on improving access to flexible working. From Autumn 2027, new rules will prescribe that a meeting must

be held with an employee before refusing a request and must be conducted with a view to reaching agreement. A refusal must be on one of the eight prescribed grounds and, in future, be objectively reasonable, with the decision confirmed in writing.

What is the current position?

Currently, employees have a Day 1 right to request flexible working and may make two statutory requests in 12 months. Employers normally have two months to decide.

Employers may refuse flexible working requests where they consider that at least one of eight grounds specified in the Employment Rights Act 1996 applies. This includes things like the burden of additional costs, an inability to reorganise work among existing staff or detrimental impact on quality or performance. Importantly, this is a *subjective* test. In other words, as long as an employer considers that one of the eight grounds applies, and that view is based on correct facts, that is a sound basis upon which to reject a request. There is no statutory right to appeal a refusal, but many employers offer an appeals process.

What will change and when?

From Autumn 2027, an employer's refusal of a request must be based on one of the existing eight grounds and be *objectively* reasonable. Acas intends to publish detailed guidance by the end of this year explaining this new reasonableness test.

When refusing a request, the employer must notify the employee of the ground for refusing the request and explain why it considers that it is reasonable to refuse the application on that ground.

A consultation meeting will also be required before rejecting the request. At the consultation meeting, the employer must discuss whether the original request can be accommodated and address any difficulties. If it cannot be accommodated, the meeting should explore suitable alternatives *“with the view to reaching an agreement with the employee.”* Employees must receive fair notice of that meeting and be told the purpose of the meeting beforehand.

Employers will also have to communicate both the outcome of the consultation meeting and the final decision in writing. If an agreement is reached during the meeting, one written communication may cover both.

Acas will consult on an updated statutory Code of Practice on flexible working in Summer 2027, with the legal changes coming into force in the Autumn of 2027.

What is not changing?

There are several things the Government considered but decided not to make statutory requirements.

- Employers will not be obliged to discuss trial periods, review periods or temporary arrangements at the meeting, although these may be needed in order for a refusal to meet the standard of being objectively reasonable.
- There will not be a statutory right to bring a colleague or trade union representative to the consultation meeting, although guidance will encourage employers to permit it.
- The person who ultimately makes the decision is not required to attend the consultation meeting, although it will often be good practice for them to do so.
- There will also not be a new statutory right to appeal a flexible working refusal, although the Acas Code recommends employers allow appeals.

What does this mean for employers?

The biggest change is that refusing a request becomes more

demanding for the employer. From Autumn 2027, an employer considering saying “no” will need to have a meaningful discussion aimed at reaching agreement, consider the feasibility of the proposal and alternatives, and then be able to explain in writing both the statutory reason for refusing and why refusing is objectively reasonable in the circumstances.

We think that employers are going to have to go further to be able to justify the ground or grounds for refusal. For example, if a request is refused on the basis of an inability to reorganise work among existing staff or recruit additional staff, and the employer has not consulted with existing staff about the possibility of doing so or attempted to recruit additional staff, a refusal on such grounds may be unreasonable.

Where a request is refused on the basis of detrimental impact on quality or performance the question will be: what is the evidence for this view? Unless there is some historical evidence (e.g. if an employee has worked the same or similar pattern in the past and it was unsuccessful), it is likely that an employer would need to allow a trial period of the proposed working pattern for a reasonable period of time in order to assess whether there was, in fact, such a detrimental impact.

Where an employer breaches the rules governing flexible working requests, an employee may complain to an Employment Tribunal. The Tribunal may order the employer to pay compensation of up to eight weeks’ pay (currently capped at £751 per week) and require the employer to reconsider the application. Where an employer’s refusal is found to have been unreasonable, we can expect Tribunals to more readily order

employers to reconsider requests.

Further, if a refusal is unreasonable, this could assist the employee in other potential claims. For example, if an employer has adopted an unreasonable position this may be sufficient to amount to a repudiatory breach of contract, justifying constructive dismissal. It may also assist in indirect sex discrimination claims.

In due course, employers will need to update policies and practices to reflect the new rules on refusing requests.

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Extension of Employment Tribunal time limits from 1 October 2026

What is happening?

Regulations have been made bringing into force the provisions of the Employment Rights Act 2025 which extend time limits for

most employment tribunal claims from three to six months. They will come into force on 1 October 2026.

What is the current position?

Currently, employees have three months within which to bring most employment tribunal claims including unfair dismissal and discrimination (although some claims already have a six-month time limit, for example equal pay claims and statutory redundancy payment claims).

What will change?

From 1 October 2026 all new claims in the Employment Tribunal will have a time limit of six months (in reality six months minus one day). The change will apply to claims where the cause of action – the act, conduct or failure complained of or, where there is a series of acts or failures, the date of the last act or failure in that series occurs on or after 1 October 2026. Claims based on a relevant date before 1 October 2026 remain subject to the previous limitation rules.

The provisions on ‘stopping the clock’ running on the time limit for a claim once ACAS has been contacted regarding early conciliation are not affected by the new time limits and neither is the tribunal’s existing power to extend time in appropriate cases.

The change is intended to encourage early conciliation and settlement discussions.

What will this change mean for employers in practice?

Where settlement agreements are used the longer time frame to commence proceedings may facilitate agreements being finalised without the individual filing a protective claim.

Where a settlement agreement is not used, the longer time limit will mean that employers will not have the certainty that no litigation is pending until the expiry of six months (plus any extension due to ACAS early conciliation) rather than three. Employers should therefore take care to continue to preserve relevant documentation in case it is needed in the context of a future dispute.

This change, together with last year's increase to the maximum ACAS early conciliation period (now 12 weeks) and the ongoing backlogs in the Employment Tribunal system) is likely to mean that a final Employment Tribunal hearing may be scheduled a long time after the act, omission or dismissal which is the subject of the dispute. This may negatively affect witness evidence due to fading of memories and also the risk that witnesses have moved on to new employment by the time the hearing takes place.

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