Equality Act 2010: Guidance Note for Facilities Management

Reasonable adjustments and discrimination risk: a practical guide for line managers and supervisors

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1. Purpose and how to use this note

This note is written for line managers, supervisors and contract managers in facilities management (FM). It explains what the Equality Act 2010 requires of you day to day, what the 2025 employment tribunal decisions against construction and building-services employers tell us about where claims succeed, and, in most detail, how to handle the duty to make reasonable adjustments for disabled staff.

FM workforces are exposed to this duty more than most. They are large, dispersed across client sites, work shifts and often alone, do physical work, wear uniforms and PPE, are frequently transferred under TUPE, and include agency and subcontract labour alongside direct employees. Each of those features creates a situation in which a policy that looks neutral can put a disabled worker at a disadvantage, and in which a manager may be the only person who knows about it.

Sections 2 and 3 are background. Sections 4 to 7 are the operational core: read them before responding to any request for changes to duties, hours, equipment or location that is linked to a health condition. Section 8 is a step-by-step process you can follow, Section 9 a quick reference, and Section 10 a record template.

This note is general guidance based on the legislation, the EHRC Employment Statutory Code of Practice and published tribunal judgments. It is not legal advice. Escalate live cases to HR and, where indicated, take legal advice.

2. The Equality Act in brief

2.1 Who and what is protected

The Act protects nine characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation. Protection covers the whole employment relationship: advertising and recruitment, terms and conditions, allocation of work, training, promotion, discipline, dismissal and post-employment matters such as references.

Protection extends beyond direct employees. Job applicants are protected (s.39). Agency and subcontract workers supplied to work under your control may be protected as **contract workers** against the principal as well as their own employer (s.41), although the test is technical: in **Crossland v Whitehead Building Services and Morgan Sindall (2025)** a self-employed electrical installer failed because he did not meet the s.41 definition. Do not assume that a worker on a client site who is not on your payroll is outside the Act.

2.2 The types of claim

Claim	Section	What it means for a manager
Direct discrimination	s.13	Treating someone less favourably because of a protected characteristic. Hard to prove because it goes to motive; dismissed in every successful 2025 construction case.
Discrimination arising from disability	s.15	Unfavourable treatment because of something that arises from a disability (absence, slower output, needing time off for treatment), unless the employer can justify it. No comparator is needed. Employer knowledge of the disability is required.
Indirect discrimination	s.19	A neutral rule, criterion or practice that disadvantages a group sharing a characteristic and cannot be justified as a proportionate means of a legitimate aim. Redundancy scoring, shift patterns, qualification requirements and attendance rules are the usual sources.
Failure to make reasonable adjustments	ss.20–21, Sch 8	Not taking reasonable steps to remove a substantial disadvantage to a disabled person. The most common disability claim and the one most within a line manager's control. Covered in detail in Sections 4 to 8.
Harassment	s.26	Unwanted conduct related to a characteristic that violates dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Judged partly from the recipient's perspective; intent is largely irrelevant. "Banter" is not a defence.
Victimisation	s.27	Subjecting someone to a detriment because they made or supported a complaint or raised a grievance about discrimination. Performance management or disciplinary action that begins shortly after a complaint is the classic pattern.

2.3 Employer liability

The employer is liable for anything an employee does in the course of employment, whether or not it knew or approved (s.109), unless it can show it took **all reasonable steps** to prevent it. That defence depends on written policies that are current, trained on and enforced; a policy in a drawer does not count. Since October 2024 there is also a positive duty to take reasonable steps to prevent sexual harassment of staff, including by clients and the public (s.40A), and a tribunal can uplift a sexual harassment award by up to 25% where it is breached. Individual managers can be named as respondents and found personally liable alongside the employer (s.110).

Compensation for discrimination is uncapped. Injury to feelings awards alone currently range from roughly £1,200 to £58,700 (the Vento bands), and financial loss, interest and uplifts are added on top.

3. What the 2025 cases tell us

The companion report, Equality Act 2010: Claims Decided in 2025 (construction and building-sector employers), identified three successful claims and three that failed. The successful claims share six features, and each has a direct FM equivalent.

Pattern in the successful claims	Case illustration	FM equivalent
Threshold questions were not in dispute: employment status and	The failed claims went the other way: Crossland (not a contract worker),	With OH referrals, absence records, TUPE due-diligence files and fit notes, an FM

Pattern in the successful claims	Case illustration	FM equivalent
the protected characteristic were clear.	Millar v AKP Scotland (employer did not know of the disability).	employer will rarely be able to say it did not know. Knowledge held by a previous employer transfers with the contract.
The adverse treatment followed closely on a protected act or a request.	Hajee-Adam v Drywall Solutions: job offer withdrawn immediately after a request for adjustments. Hayes v West Leeds Civils: misconduct allegations after a grievance.	Roster changes, removal from a preferred site, or a capability process that begins soon after an adjustment request, grievance or flexible-working application.
Claims about effect succeeded; claims about motive did not.	In all three cases direct discrimination (s.13) was dismissed; s.15, s.19, ss.20–21, s.26 and s.27 succeeded.	You do not need to intend to discriminate to be liable. Applying the standard absence trigger to disability-related absence, or the standard shift pattern to someone whose condition prevents nights, is enough.
The conduct or criterion was specific and attributable.	Named slurs from a named director (Hayes); a written redundancy criterion (Norman v Lidl).	Site nicknames, comments about accent or age, and written selection or mobilisation criteria that favour younger or non-disabled workers.
Process failures compounded the discrimination and drove the awards.	No written particulars (Hayes, +£2,800); 15% ACAS uplift (Wells v Cranatt); parallel unfair dismissal (Norman, most of £50,927).	Missing or out-of-date contracts after TUPE, grievances not followed through, and dismissals without a fair process turn a modest discrimination award into a large one.
Small or informally managed units where a single manager dealt with the individual.	Drywall Solutions and West Leeds Civils were small contractors; Cranatt's problems followed a change of management.	A remote site with one supervisor and no HR presence behaves like a small firm, whatever the size of the parent company. Change of contract manager is a high-risk moment.

The most useful lesson is from **Wells v Cranatt Construction**. A 16-year site manager with bronchiectasis needed help renewing lapsed SMSTS and first-aid certificates after a change of management. The help was not given and he was dismissed. The adjustment would have cost little and was obviously effective; the failure to consider it produced an award of £72,903. Most reasonable-adjustment failures look like this: not a refusal of something expensive, but a failure to notice that an ordinary process was operating unfairly on one person.

4. The duty to make reasonable adjustments

4.1 When the duty arises

The duty (ss.20–21 and Schedule 8) is triggered when one of three things puts a disabled person at a **substantial disadvantage** compared with people who are not disabled:

- a **provision, criterion or practice** you apply: shift patterns, absence triggers, productivity targets, uniform and PPE rules, lone-working requirements, mobility clauses, training and certification requirements, recruitment tests;
- a **physical feature** of the premises: stairs, lighting, noise, temperature, distance between tasks, welfare facilities, access to plant rooms or roofs;

- the **absence of an auxiliary aid or service**: adapted equipment, software, a support worker, an interpreter, a reader.

"Substantial" means more than minor or trivial. It is a low bar. The comparison is with non-disabled people generally, not with a specific colleague.

4.2 Who counts as disabled

A person is disabled if they have a physical or mental impairment that has a substantial and long-term (12 months or more, or likely to be) adverse effect on their ability to carry out normal day-to-day activities (s.6). The effect is judged as if untreated, so a condition controlled by medication still counts. Cancer, HIV and multiple sclerosis are deemed disabilities from diagnosis. Conditions that regularly meet the test in FM workforces include musculoskeletal conditions, diabetes, epilepsy, asthma and COPD, cardiac conditions, depression and anxiety, PTSD, ADHD, autism, dyslexia, IBS and Crohn's disease, and menopause symptoms where they are severe and long-lasting. Do not attempt to decide the question yourself; where there is doubt, act as though the duty applies and refer to occupational health.

4.3 Knowledge

The duty does not apply if the employer did not know, and could not reasonably be expected to know, that the person was disabled and likely to be disadvantaged (Sch 8 para 20). This is the point on which **Millar v AKP Scotland** failed. It is also the point on which employers most often over-estimate their protection. Knowledge is imputed from what the organisation as a whole knows or should have found out. Repeated absence, a fit note, a comment about medication, a request for a change linked to health, or an OH report seen by HR are each enough to fix the employer with knowledge or to require it to make enquiries. In an FM setting, information held in a previous contractor's TUPE files, by the helpdesk, or by a supervisor on a different site is still the employer's knowledge. The safe rule for a manager is: if something suggests a health condition may be behind a problem, ask, and record that you asked.

Is the worker obliged to disclose? No. There is no legal duty on an employee or applicant to tell the employer about a disability, whether or not it is visible. The knowledge provision is a defence available to the employer, not an obligation on the worker, and the Act places most of the risk of not knowing on the employer. Before a job offer, health questions are in any event prohibited except for narrow purposes such as arranging adjustments to the recruitment process or checking an intrinsic function of the role (s.60).

What fixes the employer with constructive knowledge. The EHRC Code (para 6.19) requires the employer to do all it can reasonably be expected to do to find out. Tribunals apply this strictly. A pattern of absence, a fit note giving a diagnosis, a remark about medication or treatment, a request for a change that only makes sense on health grounds, a marked change in behaviour or performance, or an occupational health report seen by anyone in HR will each put the employer on notice and oblige it to make enquiries. If it does not, it is treated as knowing what a reasonable enquiry would have revealed. Knowledge held anywhere in the organisation counts (Gallop v Newport City Council), including occupational health, the helpdesk, a previous manager and, after a TUPE transfer, the outgoing contractor.

When non-disclosure protects the employer. Only in narrow circumstances: where the employer asked proper questions (a return-to-work interview, a lawful health questionnaire after offer, an OH referral) and the worker gave inaccurate or evasive answers, or refused to engage. In A Ltd v Z (EAT 2019) the employer succeeded on knowledge because the employee had actively concealed her mental health conditions and offered other explanations for her absence; the court stressed this was exceptional. The employer must also know, or be expected to know, that the condition is likely to cause the particular disadvantage, so a worker who wants adjustments for a hidden condition will in practice need to say enough for the employer to act. For managers the rule is unchanged: do not wait to be told, and do not treat "they never disclosed" as protection unless you asked the right questions and were misled.

4.4 Who pays

The employer. Section 20(7) prohibits requiring the disabled person to pay any of the cost of an adjustment. Pay cannot be reduced to fund it, and the cost of an adjustment is not itself a reason to treat the person less favourably. Government **Access to Work** grants can fund equipment, support workers, travel and workplace assessments, and tribunals take the availability of that funding into account when deciding what is reasonable.

5. What makes an adjustment reasonable

The Act does not define "reasonable". It is an objective question for the tribunal; what the manager honestly believed at the time carries little weight. The EHRC Code sets out the factors tribunals apply, and they operate as a balancing exercise rather than a checklist.

Factor	How it works in practice
Effectiveness	Would the step remove or reduce the disadvantage? This is the pivot. There only needs to be a real prospect that it would help, not certainty (Leeds Teaching Hospitals NHS Trust v Foster). A step that could not make any difference is not required (Salford NHS Primary Care Trust v Smith).
Practicability	Can it actually be done, and how quickly? Interim measures may be reasonable while a permanent solution is arranged.
Cost and disruption	Financial cost, management time and disruption to the service and to colleagues, weighed against the benefit. Cost alone rarely defeats a low-value adjustment for a large employer.
Employer's size and resources	A national FM provider with an HR function and multiple contracts is held to a higher standard than a 12-person firm. What is unreasonable for the latter may be plainly reasonable for the former. Resources are judged at organisation level, not contract level: a client budget constraint is not the employer's lack of resources.
External help	Access to Work funding, NHS and charity support, and the availability of specialist advice all make an adjustment more reasonable.
Nature of the role and business	Safety-critical duties, client-imposed requirements and statutory obligations are relevant, but they must be real and specific to the role, not assumed.

5.1 Adjustments tribunals routinely expect in FM roles

Area	Examples
Hours and shifts	Fixed rather than rotating shifts; no nights for a worker whose medication or condition makes them unsafe; later start times; reduced hours (temporarily or permanently, with pay adjusted pro rata where hours are reduced by agreement); additional or longer breaks; phased return after absence.
Duties	Reallocating a minor or marginal task (heavy lifting, high-level work, a particular chemical) to colleagues; swapping a mobile route for a static one; removing lone working; allowing a seated task where standing is the norm.
Location	Moving to a closer site, a ground-floor or lift-served building, or one with accessible welfare facilities; permitting some tasks (reporting, compliance records, helpdesk) to be done remotely where the role allows.
Equipment and aids	Powered or lighter equipment; adapted PPE or uniform (for prosthetics, skin conditions, religious dress interacting with disability); screen readers, dictation or dyslexia software for job-management apps; hearing loops; a mobile phone with larger display; a support worker for part of the shift.
Policies and procedures	Adjusting sickness-absence triggers so disability-related absence is discounted or counted differently; extending timescales in capability processes; providing written instructions in plain English or a different format; allowing a companion at meetings; extra time in tests or interviews.
Training and certification	Helping to arrange and pay for renewal of lapsed certificates (the Cranatt point); adjusted assessment formats; extra time or one-to-one delivery.
Redeployment	Moving the worker into a suitable vacancy without competitive interview, including one at a higher grade if that is the only suitable post (Archibald v Fife Council). This is the adjustment most often overlooked before dismissal.

6. When it is not reasonable to expect the employer to act

Tribunals have accepted that an employer was not required to make an adjustment in the following situations. Each is a genuine limit, but each is also narrower than managers tend to assume, and none removes the duty to consider the request properly and record the reasoning.

Limit	Scope and cautions
The step would not work	There is no duty to take a step that would not remove or reduce the disadvantage, such as returning someone to a role they still cannot perform. But if it might help, it is likely to be required, and you should usually try before concluding it will not.
It would create a new job	The duty is to adjust an existing role or move to a suitable vacancy, not to invent a post or keep one open indefinitely (Tarbuck v Sainsbury's Supermarkets). It is, however, reasonable to combine duties or restructure a role where that is practicable.
It would remove the core of the role	Removing a marginal duty is expected; removing the essential function of the job is not. A cleaner who cannot clean, or a security officer who cannot patrol, may be outside the role, but only after redeployment has been considered. Be honest about what is actually core: many tasks treated as essential are habit.

Limit	Scope and cautions
Health and safety or legal obligations	An adjustment that would breach a statutory duty, a safety-critical licence requirement or a legal vetting requirement is not required. The risk must be specific and evidenced by a risk assessment, not assumed from the diagnosis.
Impact on other employees' rights	The employer need not discipline or move another employee against their contractual rights, or disadvantage colleagues significantly, to accommodate one person. Reasonable reallocation of tasks among a team is not in this category.
Disproportionate cost	Cost can defeat an adjustment, but only where it is disproportionate to the employer's resources and the benefit, and after Access to Work funding is taken into account. For a large employer, this argument rarely succeeds for anything below several thousand pounds.
The employee will not engage	Refusal to attend OH, to try a proposed adjustment or to provide information the employer reasonably needs may mean the employer has done all that was reasonable. Record each request and refusal.
Indefinite full pay during absence	Generally not required (O'Hanlon v HMRC), except where the absence was caused by the employer's own failure to adjust.
A client instruction	A client's preference or contract term is a factor, but it is not a defence. If the client will not permit an adjustment on its site, the employer must consider what it can do elsewhere, and the client may itself be liable as principal under s.41.

Two further points. First, reasonableness is a continuing question: an adjustment properly refused in January may become reasonable in June if the person's condition, the contract or the available vacancies change, so refusals should have a review date. Second, tribunals are markedly more tolerant of a **reasoned refusal** than a silent one. The finding in most successful ss.20–21 claims is not that the employer chose the wrong option but that it never properly considered the options at all.

7. FM-specific risk points

TUPE transfers. Incoming staff bring existing adjustments and the outgoing employer's knowledge of their conditions. Withdrawing an established adjustment on transfer, or applying the new employer's standard absence policy to a person whose disability-related absence was previously discounted, is a frequent source of claims. Review adjustment records as part of due diligence and honour them until an OH-informed review has taken place.

Multiple sites and lone working. A supervisor may be the only person who knows a worker is struggling. Ensure there is a simple route to raise a health-related issue with HR, and that knowledge is not lost when supervisors change.

Shift and roster systems. Rotating shifts and night work disadvantage several common conditions and, through childcare, women more than men. Roster rules need a legitimate operational aim and a documented reason why a fixed pattern for one individual would not be workable.

Physical demands and PPE. Uniform and PPE standards, manual-handling requirements and mobility clauses are provisions, criteria or practices. Where they disadvantage a disabled worker, the question is whether adapted equipment or reallocation would remove the problem.

Agency and subcontract labour. Treat contract workers as protected. A principal that refuses to have a disabled agency worker on site, or fails to adjust for one, can be liable directly.

Client-facing and security roles. Vetting, licensing (SIA) and client-imposed standards are legitimate, but the employer must show the specific requirement actually prevents the adjustment.

Performance and capability. Before any capability or absence process starts, ask whether a health condition may be contributing and whether adjustments have been considered. Starting the process first and asking later is the pattern in the losing cases.

Harassment on site. Nicknames, jokes about age, accent or nationality, and comments about appearance are the office-and-site equivalent of the West Leeds Civils slurs. Managers who tolerate them expose themselves personally under s.110 and defeat the employer's s.109 defence.

8. Implementation: a process for line managers

Follow these steps whenever a worker raises a health condition, asks for a change to duties, hours, equipment or location for a health reason, or whenever absence or performance patterns suggest a condition may be involved. Aim to acknowledge within 5 working days and to reach an initial decision or interim arrangement within 4 weeks.

1. **Recognise the trigger.** A request does not need to use the words "disability" or "reasonable adjustment". A fit note, an OH recommendation, a comment about medication or a pattern of absence is enough to require you to act.
2. **Acknowledge and open a record.** Confirm in writing that you have received the request or noted the issue, and start the Adjustment Record in Section 10. Tell HR.
3. **Meet the worker.** Ask what the difficulty is, what they think would help, and whether they have any medical information they are willing to share. Allow a companion. Do not diagnose, question whether the condition is genuine, or ask about causes unrelated to work.
4. **Refer to occupational health where needed.** Ask OH specific questions: what tasks are affected, what adjustments are recommended, for how long, and whether the condition is likely to be long-term. Share the job description and the actual site conditions. Do not ask OH to decide whether the person is disabled; that is a legal question.
5. **Identify options.** List every adjustment that might reduce the disadvantage, including redeployment. Check Access to Work eligibility. Consider interim measures while a permanent solution is arranged.
6. **Assess each option against the Section 5 factors.** Record for each option whether it would work, whether it is practicable, what it would cost, and what the impact on the service and colleagues would be. Where you rely on health and safety or a client requirement, attach the risk assessment or the contract clause.
7. **Decide and confirm in writing.** State what will be done, from when, and for how long; or, if you are refusing, why each option considered was not reasonable and what alternatives were offered. Set a review date. Do not refuse without HR sign-off.
8. **Implement and brief.** Put the adjustment in place. Brief colleagues only to the extent necessary to make it work, and never disclose the diagnosis without consent.

9. **Review.** Revisit at the review date, on any change in the condition or the role, on TUPE transfer, and before any absence, capability or disciplinary process begins.
10. **Never treat the request as a problem.** Any adverse step that follows a request or a complaint, including roster changes, a move of site, or a performance process, must be demonstrably independent of it and reviewed by someone other than the manager involved.

8.1 Do and do not

Do	Do not
Ask early when something suggests a health condition, and record that you asked.	Wait for the worker to use the words "disability" or "reasonable adjustment".
Treat a fit note, OH report or absence pattern as putting you on notice.	Assume knowledge held elsewhere in the organisation does not count.
Consider every option, including redeployment, and write down why each was accepted or rejected.	Refuse because "we have never done that" or because the client would not like it.
Put interim measures in place while a permanent solution is arranged.	Leave the worker without any adjustment while waiting for OH.
Apply adjusted absence triggers to disability-related absence.	Run a standard absence or capability process without first checking for a health condition.
Set a review date and honour adjustments on TUPE transfer.	Withdraw an existing adjustment because a new manager or contract has started.
Escalate to HR before refusing or before dismissal is considered.	Decide alone on a remote site.
Deal with site "banter" the first time it happens.	Treat comments about accent, age or health as harmless because no one complained.

9. Quick reference

Question	Answer
Is the person disabled?	Do not decide this yourself. If a condition may be long-term and has more than a trivial effect, act as though the duty applies and refer to OH.
Do we have knowledge?	If anyone in the organisation knows or should have asked, yes. Fit notes, absence patterns, OH reports and TUPE files all count.
Is the adjustment reasonable?	Would it help? Is it practicable? What does it cost against our resources and the benefit? Is funding available? Is there a specific, evidenced safety or legal barrier?
Can we refuse?	Only after considering all options, with written reasons for each, HR sign-off, alternatives offered where possible, and a review date.
Who pays?	The employer. Access to Work may contribute.

Question	Answer
What if the client objects?	Not a defence. Consider alternatives on other sites; escalate; the client may itself be liable.
Where do we get help?	HR; occupational health; Access to Work (gov.uk/access-to-work); EHRC Employment Statutory Code of Practice, chapter 6; Acas guidance on reasonable adjustments; the Acas helpline.

10. Adjustment record template

Complete one record per request or issue. Retain it on the personnel file and review it at each review date, on any change of role or site, and on TUPE transfer.

Field	Entry
Worker, role, site, contract	
Manager completing record; HR contact	
Date issue raised or identified, and how (request, fit note, OH, absence pattern)	
Nature of the difficulty described by the worker (do not record diagnosis without consent)	
Provision, criterion, practice, physical feature or missing aid causing the disadvantage	
OH referral date, questions asked, and summary of recommendations	
Options considered (list each, including redeployment)	
For each option: effectiveness, practicability, cost, impact, funding available, safety or legal barrier (attach evidence)	
Decision, with reasons for any option rejected	
Interim measures put in place and dates	
Adjustment implemented, start date, duration	
Worker informed in writing on (date); copy attached	

Field	Entry
HR sign-off (name, date), required for any refusal	
Review date and trigger events	
Review outcome	

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