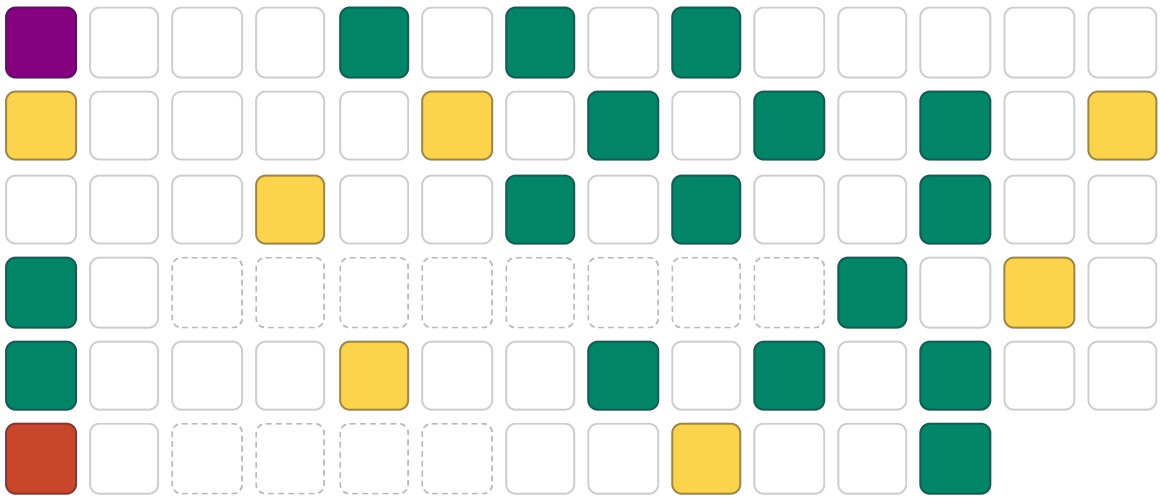
Response to the Equal Pay and Pay Discrimination consultation

We Are Distributed Ltd

Submitted	25 October 2026
Sent to	Office for Equality and Opportunity
Answers	70, across five chapters
Our one ask	A real salary range on every job advert in Great Britain



Strongly agree	1	Agree	16	Disagree	1
Yes, no or other	7	Written answer	45	For employers only	12

One square for each of the 82 consultation questions

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Our position in one page, and the live data behind it

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How to read this

Each chapter opens with a strip of squares, one per question, coloured by how we answered. Where a question asks for a choice and then an explanation, the two appear together.

Questions we didn't answer

Twelve questions were for employers only, about the costs of the proposals to their own business. We answered the other 70.

Summary

We Are Distributed is a UK-registered global career platform for remote workers. Pay transparency is foundational to what we do. We strongly support the proposal to require pay information in job adverts and urge the government to go further: every publicly advertised role open to people in Great Britain should carry a genuine, reasonably narrow salary range, wherever the advert appears and whoever the employer is.

Voluntary practice has not delivered; regulation does. Our answers focus most heavily on pay transparency and enforcement, where our evidence is strongest, and set out a remote-work perspective on every chapter.

30,000

members in more than 180 countries, and 1,500 employers on our job board.

The standard we asked for

01 **Universal.** All employers, no size threshold. Applies to careers pages, job boards, LinkedIn, social posts, recruitment agency and headhunter adverts, and internal vacancies.

02 **A real range.** A minimum and a maximum, annual gross or hourly, in pounds. "Competitive", "DOE", "up to £X" and "from £X" do not comply.

03 **Reasonably narrow.** The top of the range should be no more than 30% above the bottom. That matches the median spread of 1.28x across 6,110 published ranges in our data. A wider band is allowed only for structured multi-grade pay scales that are themselves published.

04 **Good faith.** The range must be what the employer genuinely expects to pay. Offers outside it should need a written, objective reason.

05 **Variable pay shown.** Commission or bonus roles state base and on-target earnings separately.

06 **Remote roles state the location basis.** If pay is location-adjusted, the advert shows the range that applies to a GB-based hire.

07 **Follows the role, not the employer's address.** Covers overseas employers advertising roles that can be done from GB.

08 **No pay-history questions** at any stage of recruitment.

09 **Enforced.** Fixed civil penalties, a simple public reporting route, and job boards allowed to reject non-compliant adverts.

10 **Fast.** Commence the advert duty within 12 months of Royal Assent, ahead of the tribunal reforms it does not depend on.

1.28×

the median spread of the 6,110 ranges published on our board, top to bottom.

The evidence

The consultation says most employers already publish pay ranges voluntarily. Our live data says otherwise for Great Britain.

Live roles on our job board naming	Live	With a range	Share
All roles, all markets	54,393	15,026	**28%**
The United States	13,270	5,522	**42%**
The UK	3,029	401	**13%**
Germany, France, the Netherlands, Spain or Ireland	5,785	181	**3%**

The gap tracks the law, not employer goodwill: transparency is highest where US state laws require it. Counts are from employer ATS feeds and advert text matched by named location, so they slightly undercount ranges hidden in unusual formats. Many of the employers behind UK-named roles have no UK company: they are international employers hiring UK-based people through an employer of record (EOR). That is why the advert duty has to follow the role, not the employer's address.

13%

of live roles naming the UK publish a range, on 25 October 2026.

1

Pay transparency

Annex questions 1–17 · 17 answered



Questions 1 and 2 **Strongly agree**

Require pay information in job adverts, or in writing before interview?

Pay opacity at the point of hire is where many pay gaps start, and it is the cheapest point to fix them. When pay is hidden, the candidate who negotiates hardest, or who already earns most, gets more. That systematically disadvantages women, ethnic minority and disabled candidates, and anyone returning from a career break.

It also hits livelihoods directly. Without a range, a job seeker can't tell whether a role pays enough to cover their rent and bills until they are deep into the process. They have to decide whether to invest hours in an application that may pay below what they need to live on, and many learn the pay only at offer stage, when walking away costs them weeks.

Voluntary practice has not solved this. On our job board, only 13% of the 3,029 live roles naming the UK publish a salary range, against 42% of US-named roles, where many states require it. We do not recognise the claim that most employers already publish ranges voluntarily.

The proposal should be strengthened in four ways. First, it must apply to every public advert for a GB role, including careers pages, job boards, social media and recruitment agency adverts, not just the employer's own advert. Second, it should apply to internal vacancies and promotions. Third, the "in writing before interview" route should be the exception, for roles genuinely filled without an advert, and the information must arrive before the first screening call, not the final interview. Fourth, it must cover overseas employers advertising roles that can be done from GB. Many employers advertising UK roles on our board have no UK company and hire through an employer of record (EOR); if the duty only bites on UK-registered employers, a large share of UK adverts will escape it.

Question 3

What pay information or conditions are proportionate?

The mandatory core should be short so every employer can comply on day one:

- base pay range (annual gross or hourly, in pounds)

- whether the role carries commission or bonus, and if so the on-target earnings
- hours or FTE the range assumes, so part-time pay can be pro-rated
- for remote or hybrid roles, whether pay is location-adjusted and which range applies to a GB hire

Recommended but not mandatory: employer pension contribution above the statutory minimum, equity eligibility, and whether pay is set by a collective agreement or published pay scale. Annual adjustment policies are better covered by guidance than by the advert.

Question 4

What level of pay information: range, specific salary or benchmark?

A salary range with both a minimum and a maximum, or a single fixed salary. A benchmark rate alone is not enough because it tells the candidate nothing about this job.

Regulations should cap the width of the range. We propose the top of the range be no more than 30% above the bottom. That is not arbitrary: across 6,110 published ranges in our data, the median top-to-bottom spread is 1.28x. Ontario has capped advertised ranges at a CAD 50,000 spread since 1 January 2026 for roles paying up to CAD 200,000, showing a cap is workable. Very wide ranges, such as £30,000 to £90,000, comply on paper and defeat the purpose.

The range must be given in good faith: what the employer genuinely expects to pay. An offer outside the advertised range should need a documented, objective reason that the employer would have to produce if challenged. "Competitive", "depending on experience", "up to £X" and "from £X" should not comply. Multi-grade public pay scales can meet the duty by publishing the grade and the scale.

CAD 50,000

the widest spread Ontario allows in an advertised range, since 1 January 2026.

Questions 5 and 6 — **Agree**

Reduce the exceptions to when a tribunal must order an equal pay audit?

One audit ordered since 2014 shows the exceptions have swallowed the rule. A proven breach is the strongest evidence that pay structures need checking. Keeping only the "audit in the last three years" exception is fair and targeted. We would add that audit findings and the action plan should be shared with affected staff, so the audit leads to change rather than a document in a drawer.

1

equal pay audit ordered by a tribunal since 2014.

Questions 7 and 8 **Agree**

Tribunal must also order a non-discriminatory job evaluation scheme?

An audit built on a biased or missing grading structure cannot find the problem it is meant to find. A job evaluation scheme also makes advertised ranges more defensible, because employers who have evaluated roles can set bands consistently. It should come with proportionate guidance and a reasonable deadline for smaller employers, and use simple published methodologies rather than requiring expensive consultants.

Questions 9 and 10 **Agree**

Introduce a statutory questionnaire for pay discrimination claims only?

The biggest barrier for a worker who suspects unequal pay is that they cannot see what colleagues earn. A questionnaire with adverse inferences for evasive answers resolves many cases before tribunal and filters out weak ones. Pay-only scope keeps it targeted. It also works well alongside advertised ranges: a worker can compare their pay with the range the employer itself published for the same role.

Question 11

What questions should the questionnaire include?

- What is my basic pay, and what is the pay of the comparator(s) I name, or the range for people in the same role or grade?
- What bonuses, allowances, overtime, commission, equity and benefits did each receive in the last three years?
- What job title, grade and band do I and the comparator hold, and how was each set?
- Has the role been evaluated under a job evaluation scheme, and with what result?
- What salary range was advertised for my role and the comparator's role, and what was each of us offered on hire?
- Was prior salary or a counter-offer used to set either person's pay?
- If pay differs, what material factor does the employer say explains it, and what records support that?
- For remote roles, what location-based pay policy applies to each of us, and is it written down?

Question 12

How to make the procedure efficient?

A short standard digital form on GOV.UK, a fixed 28-day reply period, and a standard template for employer answers. Comparator pay can be given as anonymised ranges where there are confidentiality concerns. Guidance

should list what is out of scope so employers are not burdened. Employers that publish ranges and keep a job evaluation scheme will find it quick to answer, which rewards good practice.

Question 13

How might employers change how they operate?

They will set pay bands before advertising rather than after meeting a candidate. Many will introduce or tidy up levelling frameworks, align pay for people in the same role, and train hiring managers on pay conversations. Recruitment will speed up because candidates whose expectations don't fit will self-select out. We expect some employers to correct existing internal gaps once new hires' ranges become visible to current staff, which is the intended effect.

Question 14

What costs would employers face?

For the advert duty, the cost is low: deciding a range before advertising, which a well-run employer already does. Most applicant tracking systems already have a salary range field. The real cost is uplift where existing staff are found to be underpaid relative to advertised ranges. That is not a cost of the law; it is the cost of existing underpayment becoming visible. Audits and job evaluation only fall on employers found in breach.

Questions 15 and 16 **No**

Any proposals taking more than a year?

No for the advert duty.

The advert duty needs about 6 months' notice: employers need to set ranges for open roles and update templates. Larger employers without any grading structure may take longer to build a full framework, but they can still publish a good-faith range in the meantime. Ordered job evaluation schemes may take 6 to 12 months for large employers. The advert duty should not wait for the tribunal procedure reviews; it doesn't depend on them.

Question 17

Other pay transparency changes to consider?

- Ban pay-history questions at every stage of recruitment. This is in the EU Pay Transparency Directive and many US states. Basing pay on past pay carries old discrimination into new jobs.
- Right to request pay information: workers should be able to ask, in writing, for their own pay level and the average pay by sex for people doing the same or equal work, as the EU Directive provides.
- End pay secrecy: make clear that no contract term can stop a worker discussing their pay, for any reason.

- Lower the gender pay gap reporting threshold from 250 to 100 employees, and bring in ethnicity and disability pay gap reporting.
- Remote-work transparency: employers that set pay by location must publish the policy and the ranges by location.
- State whether the vacancy is real: adverts should say whether they are for an existing vacancy, as Ontario now requires. Adverts for roles that don't exist waste candidates' time and distort pay benchmarks.
- Job board duty and safe harbour: job boards and agencies should be allowed and encouraged to reject non-compliant adverts, with no liability when they carry an employer's range in good faith.
- Hired-within-range record: employers should keep, for three years, the advertised range and the pay actually offered, so compliance can be checked.

2

Enforcement and the Equal Pay Unit

Annex questions 18–34 · 17 answered



Question 18

What steps or guidance would clarify when different pay for equal work is lawful, especially the material factor defence?

The replacement statutory code should state plainly which factors cannot, on their own, justify a pay difference, and what evidence an employer needs for the factors that can. In particular:

- Prior salary should never be a material factor. It imports past discrimination.
- Negotiation should not be a defence. Who negotiates and how hard is itself shaped by sex, race and disability.
- "Market rates" should only count with contemporaneous, documented evidence of a specific recruitment difficulty for that role, reviewed over time, not as a permanent label.
- Location should only count where the employer has a written location pay policy, applies it consistently to everyone in the role, and told the worker before they accepted.
- Performance pay should only count where criteria are written, measurable and applied the same way to everyone.
- Paying above the advertised range for one person should need a written reason recorded at the time.

Question 19

Explain, with examples.

Remote work makes location the fastest-growing grey area. On our platform we see employers paying two people in the same remote role very differently because of where they live, often with no written policy and no disclosure. Location can be a legitimate factor, but only if it is a transparent rule rather than a case-by-case negotiation. Example for the guidance: two remote product marketers on the same level, one in Leeds and one in London. A written policy with a published London weighting, applied to everyone, is a defensible material factor. A one-off higher offer to the London hire because "he asked for more" is not.

The code should also include worked examples for each defence, a simple checklist employers can follow, and say that a published, good-faith salary range that both people were hired within is strong evidence of fair pay setting.

Questions 20 and 21 **Other**

Where should the Unit be based?

Other, please specify: the Equality and Human Rights Commission, with the job-advert transparency duty enforced by the Fair Work Agency under a formal joint-working agreement.

The two jobs are different. Investigating pay discrimination, ordering audits and running inquiries is discrimination-law casework, where EHRC has the legal expertise and covers the whole Equality Act. Checking that tens of thousands of job adverts carry a compliant range is high-volume, inspection-led compliance, much closer to what the Fair Work Agency already does for the minimum wage and employment agency standards. Advert breaches should be handled with quick notices and fixed penalties, not discrimination investigations. A new standalone body would spend scarce money on set-up. Whichever home is chosen, the Unit needs ring-fenced funding and published annual enforcement targets; EHRC has run only one equal pay investigation, and a new home without new resources will not change that.

1

equal pay investigation run by the EHRC so far.

Questions 22 and 23 **Agree**

Require disclosure of evidence before a formal investigation?

This is the single most useful power proposed. Most issues can be settled by looking at pay data early, without a costly formal investigation. Other regulators such as the Health and Safety Executive already work this way. Safeguards: a written request stating the concern, a proportionate scope, a reasonable deadline, and data handled confidentially.

Questions 24 and 25 **Agree**

Power to require a job evaluation scheme or audit during an investigation?

Without these tools, it is often impossible to tell whether pay is discriminatory, which means employers with the least structured pay are hardest to investigate. That rewards opacity. The existing investigation safeguards (reasonable suspicion, representations on scope, 28 days to respond to draft findings) are enough to prevent misuse.

Questions 26 and 27 **Agree**

Require responses and updates on inquiry recommendations?

Recommendations nobody has to respond to have little effect. A duty to respond and report progress at set intervals costs a responsible employer little and makes accountability public. Responses should be published.

Questions 28 and 29 **Yes**

Should the Unit have additional powers beyond the proposal?

- Fixed civil penalties for job adverts without a compliant salary range, with a warning first, rising for repeat breaches.
- A public reporting route where candidates, job boards and recruiters can report non-compliant adverts, including anonymously.
- Naming of employers with repeated advert breaches or findings against them.
- Data sharing with job boards: a route for platforms like ours to share aggregate compliance data, so the Unit can target its work.
- Power to bring claims on behalf of groups of workers, so enforcement doesn't depend on one individual taking the risk.
- Spot checks of the advertised range against pay actually offered.

Question 30

How might employers change how they operate?

Employers will keep better pay records, set bands before hiring, and document the reasons for pay decisions at the time. Knowing a regulator can ask for data early encourages self-audit. Employers with good practice will notice little change.

Question 31

What costs would employers face?

Modest record-keeping costs for most. Employers subject to investigation face audit and job evaluation costs, but only where there is reasonable suspicion of discrimination. Overall costs should fall, because early resolution replaces years of tribunal litigation.

Questions 32 and 33 **No**

Any proposals taking more than a year?

No for most employers.

The Unit itself may take 12 to 18 months to set up and staff. For employers, responding to disclosure requests is immediate once in force. An audit or job evaluation required during an investigation may take 6 to 12 months for a large employer.

Question 34

Other enforcement changes to consider?

Set a published service standard for the Unit, such as early resolution within six months. Fund free advice for small employers so compliance doesn't depend on paying lawyers. Report annually on advert compliance by sector, using job-board data. And let individuals bring a simple, low-cost claim for a non-compliant advert alongside Unit enforcement, so the duty has teeth from day one.

3

Ethnic minority and disabled workers

Annex questions 35–63 · 21 answered · 8 for employers only



Questions 35 and 36

Agree

Level up race and disability pay protection with the sex equal pay scheme?

It is indefensible that a worker's legal protection against unequal pay depends on which protected characteristic is involved. Levelling up both regimes, rather than copying the sex equal pay scheme across unchanged, is sensible given the problems with that scheme. But Phase 2 has no date. "Once the system is improved" can mean never. The government should set a target commencement date for Phase 2 now, with a review point, so ethnic minority and disabled workers are not left waiting indefinitely. Transparency measures from Phase 1, including salary ranges in adverts, help every group immediately and should not wait.

Questions 37 and 38

Agree

Allow tribunals to modify contract terms in successful race or disability pay claims?

A remedy that pays compensation but leaves the discriminatory term in place means the discrimination continues the day after the hearing. Contract modification fixes the cause. It is already how the sex equal pay scheme works.

Question 39

What limitations or safeguards?

Modification should apply only to terms the tribunal has found discriminatory, and only where a comparable term (or a missing one) can be identified. The tribunal should state the corrected term precisely. Employers should have a set period to implement it. There should be no automatic knock-on to other staff without separate findings, though the employer should be required to review others in the same role.

Questions 40 and 41 **Agree**

Widen audit and job evaluation requirements to race and disability findings?

A finding of race or disability pay discrimination is just as strong a signal of wider problems as a sex finding. Consistency across characteristics also makes compliance simpler for employers: one audit method, applied to all three.

Question 42

Main areas for audit guidance across sex, race and disability?

- How to collect ethnicity and disability data voluntarily, confidentially and lawfully, including how to handle low response rates.
- Statistical methods that work for small groups, so smaller employers aren't told their data is "too small to analyse".
- How to analyse intersections, for example ethnic minority women.
- How to treat reasonable adjustments, part-time working and location-based pay.
- How to compare advertised ranges, starting offers and current pay for the same role.
- Templates for action plans and how to report results to staff.

Questions 43 and 44 **Agree**

Allow race and disability pay claims where work is of equal value but not materially similar?

Undervaluation of work typically done by particular groups is one of the main causes of pay gaps. Without equal value claims, ethnic minority and disabled workers concentrated in certain roles cannot challenge that undervaluation at all. Better upfront job evaluation, which this consultation encourages, will keep the number of contested equal value cases down.

Questions 53 and 54 **Agree**

Allow hypothetical comparators in the two limited scenarios?

Both scenarios describe common, real situations: a woman replaced by a man on higher pay, and an employer quietly raising a woman's pay after hiring a man above her. Today the first person often has no claim at all. Both scenarios use a real person, so tribunals have a concrete benchmark.

Questions 55 and 56 **Yes**

Any other scenarios to consider?

- The employer's own advertised range. If an employer advertised a role at £50,000 to £60,000 and pays a woman in that role £42,000, the published range should count as evidence of the pay the role

commands, even without a named comparator. This links directly to the new advert duty.

- A re-advertised role. Where the employer advertises the claimant's role, or an equivalent one, at a higher range than she is paid.
- Remote teams spread across employers or locations, where the only same-role colleague is employed by an associated entity abroad but under the same pay framework.

Questions 57 and 58 **Agree**

Give judges discretion to extend time limits on a just and equitable basis?

Pay discrimination is often hidden, and people only learn about it later, sometimes after leaving. A fixed six-month limit with no discretion punishes those who had no way of knowing. The same test already works for other discrimination claims. Greater pay transparency will reduce the number of late discoveries over time.

Question 59

How might employers change how they operate?

More employers will run voluntary audits covering ethnicity and disability, collect better diversity data, and evaluate roles before setting pay. Recruitment will lean more on published ranges and structured pay decisions, which is what the advert duty encourages anyway.

Question 60

What costs would employers face?

Data collection, audit and job evaluation costs for employers that don't already do these, and back pay where discrimination is found. The latter is not a new cost but existing underpayment being corrected. Keeping existing compensation limits and not applying the changes retrospectively already limits exposure.

Questions 61 and 62 **Yes**

Any proposals taking more than a year?

Yes, for some employers.

Building reliable ethnicity and disability data may take 12 to 24 months for larger employers. That is a reason to start Phase 2 preparations now, alongside Phase 1, not to delay the duty itself.

Question 63

Other changes to consider?

Set a firm Phase 2 commencement date. Make ethnicity and disability pay gap reporting mandatory for larger employers. Include pay for disabled workers on reasonable adjustments, such as reduced hours, in guidance so adjustments never become a route to lower hourly pay.

4

Pay equality in contractual arrangements

Annex questions 64–81 · 14 answered · 4 for employers only



Questions 64 and 65

Agree

New duty on contracting parties to take all reasonable steps to uphold pay equality?

Outsourcing should not be a route around equal pay. Remote and distributed work has multiplied the ways labour is supplied: employers of record, contractor-of-record platforms, umbrella companies, agencies and staffing partners. In our advisory work helping employers choose global employment partners, we see the same role done side by side by a direct employee and someone engaged through an intermediary, on different terms, with no one responsible for checking. A shared duty puts responsibility where the decisions are made. The definition of outsourcing must explicitly include employer-of-record and contractor-of-record arrangements, or remote hiring will become the new gap.

Questions 66 and 67

Agree

Should the Equal Pay Unit enforce this duty?

Outsourced workers often cannot see the contracts that set their pay, so expecting them to enforce the duty alone would not work. A regulator can request data across the whole chain. But the Unit should not be the only route: see Q64.

Questions 68 and 69

Agree

Apply the duty to all parties, including principals and intermediaries?

If only the direct employer is liable, principals can push costs down the chain and claim ignorance. If only the principal is liable, intermediaries have no reason to change. Shared, proportionate responsibility closes both routes. Reasonable steps scale with each party's size and leverage, so a small intermediary is not held to the same standard as a large principal.

Question 70

Reasonable and proportionate steps by employer size?

- Small employers: ask suppliers in writing whether they pay workers on the contract equally for equal work, and include a short pay equality clause in contracts.
- Medium employers: request basic pay and demographic data for workers on the contract; tell suppliers the pay range for equivalent in-house roles; act on obvious gaps at renewal.
- Large employers: build pay equality into tenders and contract terms; require annual pay data by role; compare against in-house ranges; audit a sample of suppliers each year; set out a remediation plan when gaps are found; publish a short annual statement.
- All parties: advertise outsourced roles with the same salary range transparency as direct roles. This is the simplest check of all, and the advert duty in Chapter 1 should apply to agencies and intermediaries in full.

Question 71 **Disagree**

No compensation, only reasonable steps for ongoing pay equality?

Question 72

What remedies should be available?

Forward-looking steps alone mean a party can breach the duty for years and face only an instruction to do better. That is a weak incentive. We propose:

- an order to take specified steps by a deadline, as proposed
- arrears for affected workers where the breach caused them to be paid less for equal work, payable by whichever party the tribunal finds responsible
- civil penalties for failure to comply with an order, or for repeated breaches
- publication of findings
- a right for affected workers, or their union, to bring a claim where the Unit does not act within a set period

Question 77

How might employers change how they operate?

Principals will add pay equality clauses to contracts, ask suppliers for pay data, and pick intermediaries partly on pay practices. We expect employer-of-record and staffing providers to compete on transparency, publishing their pay frameworks. That is a healthy race to the top.

EOR

Employer-of-record and contractor-of-record arrangements must be named in the definition of outsourcing.

Question 78

What costs would businesses face?

Contract updates and data requests are modest. The larger cost falls where outsourced workers are paid less for equal work, and correcting that is the point. Clear regulations on what counts as "reasonable steps" are the most important way to keep legal costs down.

Questions 79 and 80 **Yes**

Any proposals taking more than a year?

Yes, for complex supply chains.

New contracts can include clauses immediately. Existing long-term contracts may need to wait for renewal or a review point, so a two-year transition for existing contracts is reasonable, with new contracts covered from commencement.

Question 81

Other changes to consider?

Define outsourcing to include employer-of-record, contractor-of-record and umbrella company arrangements. Require intermediaries to tell workers who the principal is and what pay range applies. Tackle false self-employment, where someone does an employee's job as a "contractor" on worse terms, by applying the duty to equivalent contractor arrangements too.

5

Geographical scope

Annex questions 82 · 1 answered

Question 82 **Agree**

Keep the same geographical scope as the Equality Act 2010 (England, Wales and Scotland)?

Agree, with one addition.

Consistency with the existing Equality Act scope makes sense. But scope should follow the job, not the employer's head office. Remote hiring means many adverts for GB-based roles come from employers based abroad. The advert duty should apply to any advert for a role that can be done from Great Britain, whoever posts it, or overseas employers will compete for GB talent on easier terms than UK ones. We also encourage the Northern Ireland Executive to adopt equivalent pay transparency rules, so a worker's right to see pay does not depend on which side of the Irish Sea they live.

Sources

- Equal pay and pay discrimination: consultation document, and Annex A, the full list of questions (GOV.UK).
- Ontario's job posting and pay range rules, in force from 1 January 2026.
- We Are Distributed job board, live roles on 25 October 2026.

The numbers behind our answers.

How many adverts on our board show the pay, by country and by department, updated every 3 to 6 months: **wearedistributed.org/open/pay-transparency**