

Victims and Prisoners Act 2024: Further changes pending to non-disclosure agreements

What is the current position?

From 1 October 2025, new provisions came into force under the Victims and Prisoners Act 2024 (**VPA 2024**) enabling victims of crime to speak out about their experiences and limiting the ability of non-disclosure agreements (**NDAs**) to restrict them from doing so.

In summary, individuals who are a “victim of crime” may make a “permitted disclosure” to certain categories of persons for the purposes of obtaining relevant support or co-operating with the relevant function. The categories include law enforcement, regulators or key family members. A person can be a “victim” if they have experienced or witnessed criminal conduct, or reasonably believes they have done so, and suffered harm as a result. A police report or conviction is not required.

A “permitted disclosure” can be made about the relevant criminal conduct regardless of any NDA signed by the individual, and any provision purported to restrict this ability will be invalid.

For full information on the changes introduced under the VPA 2024, please see our briefing [here](#).

As highlighted in our briefing, a key feature of the current ability to make a “permitted disclosure” is that it must be to one of the specified recipients and must be for the specified purpose. Sharing information for the primary purpose of releasing information into the public domain, such as to the press, will not be a “permitted disclosure” and therefore can be validly restricted by an NDA.

These changes sit in parallel to the planned changes under the Employment Rights Act 2025, which will prohibit NDAs that would restrict someone’s ability to discuss discrimination or harassment. You can find out more about these changes [here](#).

What is changing?

In October 2025, the Government published a [further update](#) indicating that the relevant section of the VPA 2024 is in fact only a temporary measure and would be amended in due course to expand the scope of “permitted disclosures” even further. This was not indicated prior to the VPA 2024 coming into effect.

This proposed change is now rapidly making its way through Parliament as part of the Victims and Courts Bill, the final reading of which took place in the House of Lords on 17 March 2026. It is now with the House of Commons for their consideration on 25 March 2026.

According to the [most recently published version of the Bill](#), the key effects of the change will be that:

- There will no longer be a list of specified recipients to whom a “permitted disclosure” can be made.
- The requirement that the “permitted disclosure” be for the purpose of obtaining support or co-operation from the person or function will be removed. Additionally, a disclosure will still be able to be a “permitted disclosure” even if it was made for the primary purpose of releasing the information into the public domain.
- The scope of possible disclosures will be expanded to include “an allegation of” relevant criminal conduct, and allegations or information about the “response of any other party to the agreement” to the conduct or allegation. The individual must still be a victim or reasonably believe they are a victim.

If passed in its current form, the clause will effectively bring the restriction on NDAs relating to criminal conduct in line with the prohibition under the Employment Rights Act 2025 on discrimination or harassment-related NDAs (which is not yet in force).

In practice, this means that disclosures related to criminal

conduct (including alleged conduct or the response of another party to that conduct) can always be made to anyone for any purpose and cannot be restricted via an NDA. Individuals will therefore be able to freely share such information with the press or otherwise in the public domain, and cannot be restricted from doing so through an NDA.

Under the new provisions, the Secretary of State will have the power to set out conditions for “excepted agreements”, i.e. situations in which NDAs can be signed validly, but even in such cases restrictions on disclosure are unlikely to be permitted to be absolute. In its original update, the Government stated that this is intended to recognise situations in which both parties wish for confidentiality, whilst protecting situations where disclosures must always be allowed.

The proposed clause also clarifies the effect of NDAs entered into by the Crown.

What does this mean for employers?

Whilst these changes still need to be passed by the Commons, and will not come into force until relevant regulations are released, this unexpected influx of further NDA regulation may be challenging news for employers who have only recently updated their approach to accommodate the VPA 2024 and the planned changes under the Employment Rights Act 2025.

Most notably, the existing protections against the use of NDAs under both whistleblowing legislation and the VPA 2024 apply only in circumstances where the individual is sharing

information either in the public interest or for the purpose of obtaining justice or support. Employers will therefore have had some confidence that NDAs can validly be used to prevent employees sharing information or allegations about criminal conduct for other purposes, for instance press attention or with competitors.

Under the new proposals, there is still the requirement that the individual must be (or reasonably believe) that they have been a victim of crime, which may be a deterrent from making 'bad faith' allegations. However, in practice, this is unlikely to offer employers much comfort given that once a disclosure has been publicly made, the question of whether it should have been restricted by an agreed NDA (or indeed whether the belief was reasonable) is of limited value.

Employers will therefore need to be prepared for anyone who has experienced or witnessed conduct of a criminal nature, or reasonably believes they have done, to speak out about that conduct (including making allegations about that conduct or their response to it). Further updates to confidentiality clauses, in particular those in settlement agreements, are likely to be required to ensure that employers do not purport to restrict these disclosures in any way.

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