



CLARION
HOUSING GROUP

William Sutton Prize

Terms and Conditions

[William Sutton Prize for Social Innovation]

[William Sutton Prize for Sustainability & Placemaking]

Prize Award Year	[2021/22]
Prize Recipient	[Name]
Prize Recipient Status	[Registered Organisation OR Individual <i>who undertake to register as a constituted organisation or nominate a partner organisation to host the Prize payment</i>]
Prize Amount	[£XXXX]

Definitions

The following terms shall be understood to have the following meanings for the purposes of this document.

- (a) **“Activity”** means the activity for which the Recipient has been awarded the Prize Amount, as described in the Application Form and approved by the Panel.
- (b) **“Application Form”** means the application form submitted by the Recipient to apply for Prize funding.
- (c) **“Branding Guidelines”** means the conditions of use regarding Clarion logos.
- (d) **“Bribery Act”** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
- (e) **“Confidential Information”** means any information communicated by other party to the other on the basis that it is confidential;
- (f) **“Clarion Futures”** means the charitable foundation of Clarion Housing Group, being a charity registered with the Charity Commission of England and Wales (Reg No 1135056). Registered office: Level 6, 6 More London Place, Tooley Street, London SE1 2DA.
- (g) **“Clarion Housing Group”** means Clarion Housing Group Limited being a charitable registered society (Reg No 28038R). Registered with the Homes and Communities Agency (Reg No LH4087) VAT No 675 646 394. Registered office: Level 6, 6 More London Place, Tooley Street, London SE1 2DA.
- (h) **“Controller”** has the meaning given to it in the Data Protection Legislation.
- (i) **“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including the GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.



- (j) **“GDPR”** means the General Data Protection Regulation ((EU) 2016/679) as retained and amended from time to time in UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018.
- (k) **“Intellectual Property”** means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- (l) **“Know-How”** means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
- (m) **“Mandatory Policy”** means Clarion Housing Group’s Modern Slavery Statement in force at the time and available at <http://www.clarionhg.com/about/our-principles/anti-slavery-and-human-trafficking/anti-slavery-and-human-trafficking-statement-2020/>
- (n) **“Panel”** means the William Sutton Prize Judging Panel.
- (o) **“Personal Data”** has the meaning given to it in the Data Protection Legislation.
- (p) **“Prize”** means The William Sutton Prize for Learning & Innovation.
- (q) **“Prize Amount”** means the total amount of money awarded as the Prize based on the costs outlined by the Recipient in the Application form and as approved by the Panel.
- (r) **“Prohibited Act”** means:
- (i). offering, giving or agreeing to give any employee or board member of Clarion Housing Group any gift or consideration of any kind as an inducement or reward for:
 - (a). doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or
 - (b). showing or not showing favour or disfavour to any person in relation to this Agreement;
 - (ii). committing any offence:
 - (a) under the Bribery Act;
 - (b) under legislation creating offences in respect of fraudulent acts; or
 - (c) at common law in respect of fraudulent acts in relation to this Agreement; or
 - (d) defrauding or attempting to defraud or conspiring to defraud Clarion Housing Group.
- (s) **“Recipient”** means the winning applicant awarded the Prize as selected by the Panel.
- (t) **“Terms and Conditions”** means the standard responsibilities and requirements of the Recipient and Clarion Housing Group in relation to the Prize and Activity.
- (u) **“William Sutton Prize Team”** means the delegated staff members of Clarion Futures and/or Clarion Housing Group who coordinate the administration of the Prize.



CLARION
HOUSING GROUP

1. General

- (1.1) The William Sutton Prize [for Social Innovation] [for Sustainability & Placemaking is awarded to support the further development and/or maximise the effectiveness of a new [ground-breaking, concept, product or service that will make a positive social impact on disadvantaged groups or communities under the 2021/22 theme 'A Home for All'] [designs for developing sustainable and successful communities].
- (1.2) The Prize is subject to the standard terms and conditions as set out below.
- (1.3) **[For registered organisations]** The Recipient confirms as a [organisation status] it is registered to operate in England.

[For individuals] The Recipient confirms that as an individual he/she is over the age of 18, a UK resident and undertakes to, either (i) register as a constituted organisation or (ii) nominate a partner organisation registered to work in England in order to receive the Prize Amount.

2. Use of Prize

- (2.1) The Recipient shall use the Prize Amount only in the execution of the Activity as outlined in the application form approved by the Panel. The William Sutton Prize shall not be used for any other purpose without the prior written agreement of Clarion Housing Group.
- (2.2) Clarion Housing Group reserves the right to suspend, withdraw or recover all or partial Prize Amount payments already made in the event :
- (a) funds have not been used in accordance with the Terms and Conditions;
 - (b) the Recipient is, in the reasonable opinion of Clarion Housing Group, delivering the Project in a negligent manner;
 - (c) the Recipient obtains duplicate funding from a third party for the Activity;
 - (d) the Recipient provides Clarion Housing Group with any materially misleading or inaccurate information;
 - (e) the Recipient commits or committed a Prohibited Act;
 - (f) the Recipient is declared bankrupt; or
 - (g) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- (2.3) The Prize Amount is awarded and will be provided on the basis that the costs it is meeting have not and will not be secured from other sources.
- (2.4) The Recipient shall commence the Activity within nine (9) months of the Prize award confirmation.
- (2.5) Clarion Housing Group reserves the right to visit the Recipient to discuss the Activity and see evidence of approved expenditure.
- (2.6) If the Recipient is unable to use the Prize Amount for the approved purpose or within the specified timeframe they must inform Clarion Housing Group, via email or in writing, stating the relevant reasons and with any proposed request for amendment, deferral or extension. Clarion Housing Group is under no obligation to approve a request for amendment, deferral or extension and may request the Recipient reapply for the Prize at a later date.

The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Activity.

3. Payment

- (3.1) **[For registered organisations]** The Prize Amount will be paid direct to the Recipient's business bank account in the amounts and at the times provided below:
- (a) 100% of the total Prize Amount upon the return of the signed Terms and Conditions and, if applicable, subject to the completion of any further prize conditions determined by Clarion Housing Group made in writing to the Recipient. Also subject to the receipt, by Clarion Housing Group, of a written request/invoice from the Recipient requesting 100% of the Prize Amount;



CLARION
HOUSING GROUP

[For individuals with a nominated partner organisation] The Prize Amount will be paid direct to the Recipient's nominated partner organisation's business bank account in the amounts and at the times provided below:

- a) 100% of the total Prize Amount upon the return of the signed Terms and Conditions and, if applicable, subject to the completion of any further prize conditions determined by Clarion Housing Group made in writing to the Recipient. Also subject to the receipt by Clarion Housing Group of a written request/invoice from the Recipient requesting 100% of the Prize Amount;

[For individuals registering as a constituted organisation] The Prize Amount will be paid direct to the constituted organisation's business bank account in the amounts and at the times provided below:

- a) 100% of the total Prize Amount upon the return of the signed Terms and Conditions, submission of the appropriate registration documents for the newly established constituted organisation and, if applicable, subject to the completion of any further prize conditions determined by Clarion Housing Group made in writing to the Recipient. Also subject to the receipt by Clarion Housing Group of a written request/invoice from the Recipient requesting 100% of the Prize Amount;

(3.2) No Prize Amount shall be paid unless and until Clarion Housing Group is satisfied that such payment will be used for proper expenditure in the delivery of the Activity.

(3.3) The Prize Amount shall not be increased in the event of any overspend by the Recipient in its delivery of the Activity.

(3.4) The Recipient shall promptly repay to Clarion Housing Group any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Prize monies have been paid in error before all conditions attaching to the William Sutton Prize have been complied with by the Recipient.

(3.5) Any liabilities arising at the end of the project must be managed and paid for by the Recipient using the Prize Amount or other resources of the Recipient. There will be no additional funding available from Clarion Housing for this purpose.

4. Reporting, Dissemination and Acknowledgement

(4.1) The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Prize Amount received by it.

(4.2) The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Prize Amount for a period of at least six years following receipt of any Prize Amount to which they relate. Clarion Housing Group shall have the right to review, at Clarion Housing Group's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Prize Amount and shall have the right to take copies of such accounts and records.

(4.3) The Recipient must submit a written report upon completion of the Activity using the supplied template.

(4.4) The Recipient must acknowledge the Prize in all printed publications, website, social media and other electronic content, presentations, publicity, promotional materials and opportunities arising from the Activity. The Recipient must seek approval from the Clarion Housing Group Communication Team before publication of any such publication or use of Group or Prize branding.

(4.5) Clarion Housing Group is committed to the widest dissemination of the winning entries and their development outputs. The Recipient shall commit to work alongside the Clarion Housing Group to contribute to, and participate in, information sharing and promotional activity for the duration of the Activity and for a reasonable duration after the Activity has taken place.

5. Conflicts of Interest

(5.1) The Recipient must declare any directorships of companies, trusteeships of charities or any other business or other interests that may have a direct or indirect commercial interest in the project.

6. Data Protection

- (6.1) Both parties shall ensure that they at all times during the period of the Prize, including delivery of the Prize Activity and associated reporting and communications, will comply with the provisions and obligations imposed by the Data Protection Legislation.
- (6.2) The Recipient shall comply with Clarion Housing Group's data protection policy when handling personal data in the course of the Activity including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of Clarion Housing Group.
- (6.3) Failure to comply with Clarion Housing Group's data protection policy may be dealt with under the Clarion's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

7. Safeguarding

- (7.1) Where applicable to the delivery of the Prize Activity, the Recipient, and all the relevant parties engaged to support the delivery of the Prize Activity, shall at all times comply with the relevant statutory provisions relating to safeguarding of children and/or vulnerable adults.

8. Intellectual Property

- (8.1) Clarion Housing Group and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either Clarion Housing Group or the Recipient before the Commencement Date shall belong to that party.
- (8.2) In the event that Intellectual Property Rights arises or is obtained in respect of a product or service developed by the parties jointly or otherwise than solely by either party, under this Agreement the Parties shall enter into good faith discussions, on a case by case basis, in respect of both Intellectual Property Rights and any on-going commercial arrangements and exploitation for that product or service.
- (8.3) Where Clarion Housing Group has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Activity (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall wither return or destroy such Intellectual Property Rights as requested by Clarion Housing Groups.

9. Insurance

- (9.1) The Recipient (if an incorporated entity) shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
- (9.2) The Required Insurances referred to above include (but are not limited to):
- (a) public liability insurance with a limit of indemnity of not less than five (5) million pounds (£5,000,000)] in relation to any one claim or series of claims arising from the Activity; and
 - (b) employer's liability insurance with a limit of indemnity of not less than five (5 million pounds (£5,000,000)] in relation to any one claim or series of claims arising from the Activity.
- (9.3) The Recipient shall (on request) supply to Clarion Housing Group a copy of such insurance policies and evidence that the relevant premiums have been paid.

10. Compliance with laws and policies

- (10.1) In performing its obligations under the Agreement, the Recipient shall comply with: all applicable laws, statutes, regulations from time to time in force; and the Mandatory Policies.
- (10.2) Clarion Housing Group may terminate this Agreement and suspend payment of the Prize Amount with immediate effect by giving written notice to the Recipient if the Recipients commits a breach of clause 10.1.

11. Assignment



CLARION
HOUSING GROUP

(11.1) The Recipient may not, without the prior written consent of Clarion Housing Group, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Activity, transfer or pay to any other person any part of the Grant.

12. Waiver

(12.1) No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

13. No partnership or agency

(13.1) This Agreement shall not create any partnership or joint venture between Clarion Housing Group and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

14. Variations

14.1 No variation of this Agreement is to bind any party and no person has authority on behalf of any party to agree to any variations to this Agreement except where the amendment is agreed to in writing by both parties.

No consents to any variation to this Agreement are required from any person who is not a party to it.

15. Contracts (Rights of Third Parties) Act 1999

(15.1) This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

16. Governing law

(16.1) This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

[For registered organisations]

Signed by [insert name] for and on behalf of XXXX:

Print Name: _____

Position: _____

Date: _____

OR [For individuals with a nominated partner organisation]

Signed by [insert name]:

Print Name: _____

Position: _____

Date: _____

Signed by [insert name] for and on behalf of XXXX as the named nominated partner organisation:



CLARION
HOUSING GROUP

Print Name: _____
Position: _____
Date: _____

OR [For individuals registering as a constituted organisation]

Signed by [insert name]:

Print Name: _____
Position: _____
Date: _____