

CAMPAIGN COLLECTIVE Ltd
79 Bartholomew Road
Kentish Town
London NW5 2AH

MINUTES OF A MEETING

HELD AT: The Farmers Union, Exeter

ON: 14.01.16

PRESENT: Simon Francis – Director, Sarah Colombini, Heather Rogers

It was resolved that from 1st February 2016 the **registered address** of the company will be Campaign Collective, Impact Hub Islington, 4th Floor, 5 Torrens Street, London, EC1V 1NQ

It was resolved that the enclosed **memorandum of understanding** be adopted.

There being no further business, the meeting was closed



Director

Date: 14.01.16

MEMORANDUM OF UNDERSTANDING

CAMPAIGN COLLECTIVE LTD

14.01.16

1. Social purpose

1.1 The Campaign Collective shall henceforth be a social enterprise as defined by Social Enterprise UK:

- Having a clear social and/or environmental mission (set out in governing documents)

- Generating the majority of your income through trade
- Reinvesting the majority of your profits to further the social mission

1.2 The Campaign Collective's social purpose mission statement is:

We believe all organisations need effective public and media representation, but too often smaller charities, social enterprises and those delivering a public benefit are unable to afford professional communications agency support. Therefore, the Campaign Collective is dedicated to helping charitable and public service organisations gain access to affordable professional experience. Profits will be used to subsidise support for micro charities and community organisations as well as help develop the next generation of communications professionals.

2. Governance

2.1 Simon Francis will remain the sole director of the Campaign Collective

2.2 All day-to-day business decisions shall be taken by the Directors of the company as listed at Companies House.

2.3 Additional Directors may be appointed with the unanimous agreement of existing Directors

2.4 Existing Directors may only be removed with the unanimous agreement of all current Directors

2.5 A board will be appointed formed of Founder Members. The Founder Members shall be:

- Sarah Colombini
- Simon Francis
- Heather Rogers

2.6 Founder Members need not be employees of the Company.

2.7 All decisions regarding the social purpose, branding / positioning, new business development and distribution of profits (after tax and shareholders' dividends) shall be taken by the Founder Members.

2.8 Additional Founder Members may be appointed with the unanimous agreement of all Founder Members.

2.9 Existing Founder Members may only be removed with the unanimous agreement of all current Founder Members

2.10 Other contractors and employees of the Campaign Collective shall be referred to as:

- Members (typically those who are freelance consultants working with the Collective)

- Associates (typically those who work for other companies who provide services to the Collective)

2.11 Changes to this Memorandum of Understanding shall only be made by the unanimous agreement of all Founder Members.

3. Provisions in the event of sale of the Company

3.1 The Company can only be sold to another company, charity or other legal entity by the unanimous agreement of all Founder Members

3.2 In the event of sale all proceeds from sale shall be distributed equally between all Founder Members.