

**CAMPAIGN COLLECTIVE Ltd**  
**27 Dingley Place**  
**London**  
**EC1V 8BR**

MINUTES OF A MEETING

HELD AT: Remotely

ON: 22.09.20

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

It was resolved that the following amends to the **memorandum of understanding** be adopted.

**Delete clause 2.7**

*Insert new clause 2.7*

All decisions regarding the social purpose, branding / positioning and new business development shall be taken by the Founder Members.

*Insert new clause 2.7.1*

All profits after tax (and any contribution to a reserve fund deemed necessary for the running of the business as agreed by Founder Members) shall be used to further the social purpose of the Company as set out in clause 1.2 and agreed by the Founder Members.

*Insert new job role in clause 2.10*

- Assistants (typically those on a programme to develop their skills such as apprentices or interns)

**Delete clause 3**

*Insert new clause 3*

**3. Provisions in the event of sale or dissolution 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 used to meet the social aims of the Company as set out in clause 1.2 or distributed to The Rooftop News CIC, registration number SC675442.

3.3 In the event of the dissolution of the Company any residual assets shall be used to meet the social aims of the Company as set out in clause 1.2 or distributed to The Rooftop News CIC, registration number SC675442.

*Renumber clauses to correct typographical errors.*

There being no further business, the meeting was closed. An amended version of the Memorandum of Understanding is enclosed for completeness.

Simon Francis

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Director

Date: 22.09.20

## **MEMORANDUM OF UNDERSTANDING**

### **CAMPAIGN COLLECTIVE LTD**

**As amended 22.09.20**

#### **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 income through trade
- Reinvesting the majority of 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 and Sarah Colombini are the directors 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 and new business development shall be taken by the Founder Members.

2.7.1 All profits after tax (and any contribution to a reserve fund deemed necessary for the running of the business as agreed by Founder Members) shall be used to further the social purpose of the Company as set out in clause 1.2 and agreed 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:

- Assistants (typically those on a programme to develop their skills such as apprentices or interns)
- Members (typically those who are staff or 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**

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