

CAMPAIGN COLLECTIVE Ltd
2-5 Rock Place
Brighton
BN2 1PF

MINUTES OF A MEETING

HELD AT: Welcome Collection, 183 Euston Road, London, NW1 2BE

ON: 11.03.25

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

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

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 our mission

1.2 The Campaign Collective's mission statement is:

Campaign Collective is a social enterprise that creates high impact campaigns to get social justice issues heard in the corridors of power, through the news headlines, across social media and among community groups.

Surplus profits support grass roots organisations through our Community Fund

Objectives

We create positive change by bringing together organisations and people to unite around solutions to the biggest challenges society faces including climate change, democracy, education, online safety, poverty, housing, health and social care.

Values

We achieve the change we need to see by working creatively, collaboratively, considerately and ethically with those that share our mission.

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 fulfil 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

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.

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.

There being no further business, the meeting was closed.

Simon Francis

Director

Date: 11.03.25