

The Joy Foundation

Annual Report and
Statement of Accounts

For the year to 31st March 2023

The Joy Foundation- Registered Charity in Northern Ireland NIC108365

Annual Report for The Joy Foundation for the year ended 31st March 2023

The Joy Foundation has been working continually throughout the year in various projects to fulfil our main aims of spreading the gospel and helping those who are most in need in Poland.

In July 2022, a summer camp was run by the Joy Foundation. This again was of a similar format to the winter camp. Again, the focus was on sharing the gospel and helping the children and young people build lifelong memories and friendships. Most of those who attend camp are from underprivileged families and orphanages. Our main contact in Poland has a working relationship with some of the orphanages in the Gdansk area, therefore this opened the door to allow some of those young people to attend camp.

Funding for this camp came from several different events organised by volunteers of The Joy Foundation. These ranged from coffee mornings, table quizzes, street collections and financial donations from individuals.

From the 29th of January until the 4th of February a winter camp was held in Poland. The camp involved a team of volunteers from Northern Ireland travelling to Poland to conduct camp for children and young people aged 4-16. The camp focused on the Christian message of the gospel along with teaching basic life skills such as baking and personal development. Throughout each day the campers were involved in several different activities and had different trips for enjoyment.

To fund this camp, several different fundraising activities took place from a football tournament to coffee mornings. Each volunteer paid their own way.

One of our aims is to spread awareness of the charity here in Northern Ireland. This is mostly done by speaking in different church meetings across Northern Ireland. These meetings are always taken by volunteers and the format usually includes a report of the work of the Joy Foundation and the upcoming plans for trips to Poland. Throughout the year we have been able to speak in the following churches:

- Cregagh Baptist
- Saintfield Baptist
- Magherafelt Baptist
- Ballee Baptist
- Serve Youth Missionary event.
- Eskylane Presbyterian Church
- Aughrim Gospel Hall
- The OC Presbyterian Church in Randalstown
- High Street Presbyterian, Antrim
- Kirkpatrick Memorial Presbyterian Church, Belfast
- 1st Antrim Presbyterian Church, Antrim.

Over the last year we have been heavily involved in taking aid to Poland, most of which has been transported into Ukraine to help those who have been affected by the ongoing war.

Our aid programme has allowed us to make 3 aid trips to Poland in this reporting year. This involves volunteers driving vans full of aid across Europe to Poland. A contact in Poland receives the aid and it is then transported into Ukraine. These aid trips have been made possible by local people and companies donating items such as clothes, toiletries, disabled equipment, household items, play equipment and long-life food. Local companies donated the vans that were used to transport the aid, along with donations to help cover the costs of the boat crossings and fuel. It is estimated that 28 tonnes of aid has been delivered to Poland and Ukraine over the last year.

Reference and Administrative Details

Charity name

The Joy Foundation

Charity Number

NIC108365

Principal Address

6 Orchard Green

Randalstown

Co Antrim

BT44

Charity Trustees as of 31st March 2023

Mr Robert McMillan Chairperson

Mr Gary Adair

Mr Liam Logan

Mr Wayne Campbell

Mr David Anderson

Mr John Reid

Bank Account

Danske Bank Antrim

Charity Constitution

This declaration of trust is made this Saturday 1st June 2013 by the respective persons whose occupations are set out in the front Schedule hereto.

WHEREAS

The trustees hold the sum of £10 and it is contemplated that further moneys, investments or property may be paid or transferred to the Trustees to be held upon the trusts herein declared which said moneys investments or property whatsoever held for the aforesaid purpose shall comprise the Trust Fund. The trustees desire to declare the Trusts in the terms herein after appearing.

NOW THIS DEED WITNESS

1. Definitions and Interpretations

In this deed the following expressions shall have the following meanings;

1.1 'The charity' means the charity established by this deed to be know as The Joy Foundation.

1.2 'The Trustees' means such persons from time to time acting as the Trustees for the time being of this deed and 'Trustee' means any one of the Trustees.

1.3 The 'Trust Fund' means any moneys or property which may be paid or transferred to the Trustees at any time to be held by them on the charitable trusts declared by this deed and the investments from time to time representing the same.

1.4 The areas of benefit means Poland and such other countries that may from time to time be identified.

1.5 Unless the context otherwise requires the singular includes the plural and the masculine includes the feminine and vice versa.

1.6 Clause headings are for reference only and shall be taken into consideration in their interpretation.

Trust Fund

The Trustees shall hold the Trust Fund in trust either to retain or sell the same or any part of it to invest the proceeds in or on any investments authorised by this deed (with power from time to time to vary such investments) and to pay or apply the net income of the Trust Fund and any part of the capital at their absolute discretion in furthermore of the objects of the Charity declared in clause 3.

3. Objects

3.1 The Trust is established to support by means of financial assistance any voluntary work to any charitable project for the prevention and relief of poverty, suffering and distress, the advancement of education, the promotion of the Christian Faith, the promotion of sustainable development and the promotion, preservation and protection of health of the inhabitants, and, in particular children and young people under the age of 18 of Poland in particular but not exclusively (herein referred to as 'the area of benefit' and to promote the benefit of those inhabitants who are in need of assistance as a result of their poverty or social and economic circumstances by associating with the statutory authorities, community and voluntary organisations and the inhabitants of the area of benefit in a common effort to provide residential accommodation, education and facilities in the interest of social welfare for recreation or other leisure-time occupation to improve the conditions of life for the said inhabitants and in particular:

3.1.1 To relieve poverty and hunger in the area of benefit by any charitable means and in particular through the support of homes, orphanages or institutions for orphans and by the provision of food, clothing and care;

3.1.2 To promote or assist in promoting capacity building programmes and projects for the benefit of the inhabitants within the area of benefit who have need of such assistance as a result of their youth, gender, age, disability or infirmity, or social and economic circumstances, in an effort to increase the abilities, skills, self-esteem and self-confidence of such inhabitants in the area of benefit;

3.1.3 To encourage new and strengthen existing partnerships with churches and evangelical groups in the area of benefit in an effort to enable local churches to support local communities in religious education and poverty alleviation.

3.1.4 To advance the education of children and young people on the basis of Christian principles through their educational and leisure activities so as to develop their spiritual, physical, mental and emotional capacities in such ways as the Trustees may from time to time think fit.

3.1.5 To promote Christianity, provide Christian literature, educate people in the area of benefit through evangelism and the provision of Biblically based teaching, discipleship training, meetings, bible studies and social activities.

3.1.6 To recruit, select and send out volunteers for both short and long term service within the area of benefit in partnership with local churches.

3.1.7 To advance any other exclusively charitable purpose as the trustees, may from time to time decide in accordance with the law of the charity.

4. Powers of the Trustees

In furtherance of the above objects but not further or otherwise the Trustees shall be entitled to exercise such powers and authority and to take such action as to them shall seem necessary and in particular (but without prejudice to the generality thereof) the Trustees shall be entitled:

4.1 To appoint as clerk on of their number without remuneration who shall be dismissible at their pleasure or some other fit person at such reasonable salary and on such reasonable terms as to notice and otherwise as the Trustees think fit.

4.2 To employ such persons (who shall not be Trustees) to perform such duties as the trustees consider necessary for the proper administration of the Charity as such reasonable salaries and on such reasonable terms as to notice and otherwise as the Trustees think fit and to provide for the payment of such pensions and superannuation for such persons as may be reasonable and necessary.

4.3 To delegate Trustees' powers or functions of management to a committee or two or more trustees. A committee must act in accordance with any direction of the Trustees. It must report its decisions and activities fully and promptly to the Trustees. It must not incur expenditure on behalf of the Charity except in accordance with a budget previously agreed by the Trustees. The Trustees must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

4.4 Subject to such consents as are required by law to borrow money whether or not on the security of the Trust Fund or any part of it with power to charge any part of the capital or income with the repayment of the money borrowed.

4.5 To raise funds by appealing for and inviting contributions (whether periodical or otherwise) from any person by way of donation, covenant grant, loan, legacy or subscription and to accept donations on any special trusts in connection with the Charity provided that the Trustees shall not undertake any permanent substantial trading activity in raising funds for the objects of the Charity.

4.6 To enter into contracts to provide services to or on behalf of other bodies.

4.7 To purchase take on lease or in exchange hire or otherwise acquire property for use for the purposes of the Charity.

4.8 To sell mortgage let or exchange any property or funds that belong to the Charity.

4.9 To invest money in the purchase of or at interest on the security of such stocks, funds, shares, securities or other investments or property of whatever nature and wherever situated as the Trustees in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transporting investments as if they were beneficially entitled to the Trust Fund.

4.10 To arrange and provide for, either alone or with others, the holding of exhibitions, meetings, outings, lectures, classes, seminars or training courses.

4.11 To collect, research and disseminate information on all matters relating to its objects, and to exchange such information with other bodies having similar objects whether in the United Kingdom or elsewhere.

4.12 To write, print or publish in whatever form, such papers, books, periodicals, pamphlets or other documents including films and recorded material, as shall further its objects, and to issue or circulate the same whether for payment or otherwise.

4.13 To promote and organise co-operation in the achievement of the above objects with other charities, voluntary bodies and statutory authorities and to that end to exchange information and advice with them and work in association with other charities, local authorities and voluntary organisations engaged in the furtherance of the above objects in the area of benefit.

4.14 To establish, support any charitable trusts, associations or institutions formed for any charitable purposes included in the objects.

4.15 To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.

4.16 To make any charitable donation either in cash or assets for the furtherance of the objects of the charity.

4.17 To acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the objects.

4.18 To create such advisory committees as the Trustees think fit.

4.19 To insure the property of the charity against any foreseeable risk and take out other insurance policies to protect the charity when required.

4.20 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty)

4.21 To make regulation from time to time from the administration of the Charity and for the management and conduct of the Trustees' business including the summoning and chairmanship of meetings the number of Trustees required to contribute a quorum the deposit of money at a proper bank and the custody of deeds securities and documents.

4.22 To promote awareness among the general public in Northern Ireland and the public within the area of benefit of the work undertaken by the Foundation and its Polish partners within the area of benefit.

4.23 To do any such other lawful thing that is necessary or desirable for the achievements of the objects.

5. Statutory Powers

Nothing in this deed restricts or excludes the exercise by the Trustees of the powers given by the Trustee Act (NI) 2001 as regards investment, the acquisition or disposals of land and the employment of agents, nominees and custodians.

6. The Trustees

6.1 The Trustees are responsible for the management and administration of the Charity's property and funds in accordance with this Deed.

6.2 The minimum number of Trustees is three individuals but there shall be no maximum. Whenever the number of Trustees is reduced to less than 3 an appointment shall be made as soon as practicable in order to increase the number of Trustees to at least 3. So long as there are fewer than 3 trustees, none of the powers or discretions conferred by this deed or by law on the Trustees shall be

exercisable by the remaining trustees except the power to appoint new trustees.

6.3 Trustees must be appointed by a resolution passed by a single majority at a meeting of the Trustees. The appointments must be confirmed by Deed where property is held. In selecting individuals for appointment as trustees, the Trustees must have due regard to the skills, knowledge and experience needed for the effective administration of the Charity.

6.4 Every future Trustee must sign a declaration of willingness to act as a Trustees of the Charity before he or she is eligible to vote at any meeting of the Trustees.

6.5 The Trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each trustee. The Trustees must make available to each new Trustee, on his or her first appointment a copy of this deed and any amendments to it together with a copy of the Charity's latest report and statement of accounts.

6.6 No one shall be appointed a Trustee if:

6.6.1 He or she is under the age of 18 years, or

6.6.2 If he or she would at once be disqualified from office under the provisions of clause 6.7 of this deed.

6.7 A Trustee shall cease to hold office and shall cease to be a Trustee if he or she:

6.7.1 Is disqualified from acting as a Trustee by virtue of the Charities Act 2008 or any statutory re-enactment or modification of that provision as a charity trustee or trustee for a charity.

6.7.2 Becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs;

6.7.3 Is absent from 3 consecutive meetings of the Trustees without reasonable excuse and a two-thirds majority of the trustees resolve that he or she be removed;

6.7.4 Resigns by written notice to the Trustees (but only enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings) or,

6.7.5 Is removed for good and sufficient reason by a resolution passed by two-thirds of the other Trustees after notification of such proposal being given to the person proposed to be removed and the invitation of the views of the trustees concerned and considering the matter in the light of any such views including (without limitation) if he or she ceases in the reasonable opinion of the other trustees to subscribe and adhere to objects of the Charity.

6.8 A retiring Trustee is entitled to an indemnity from the continuing Trustees at the expense of the Charity in respect of any liabilities properly incurred during his or her trusteeship.

6.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by Trustees.

7 Duty of Care

When exercising any power (whether given to them by this deed, or by statute or by any rule of law) in administering or managing the Charity, each of the Trustees must use the level of skill and care that is reasonable in all circumstances, taking into account any special knowledge or experience that he or she has or claims to ah

have (the duty of care). No Trustee and no-one exercising powers or responsibilities that have been delegated by the Trustees shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

8. Proceedings of trustees

8.1 The Trustees must hold at least 4 meetings each year. The Trustees must arrange at each of their meetings the date, time and place of their next meeting unless such arrangements have already been made.

8.2 There shall be a quorum when at least one their of the number of Trustees for the time being 2 or 3 trustees, whichever is the greater, are present at a meeting.

8.3 A meeting may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all other participants.

8.4 The Chair at each meeting. If that person is unable or unwilling to do so or is not present within ten minutes after the appointed time for holding a meeting, or if no one has been elected, or if the person has ceased to be a Trustee, the Trustees present must choose one of their number to chair the meeting. The person elected to chair the meeting of the Trustees shall have no other additional powers except those conferred by this deed or delegated to him or her by the Trustees.

8.5 Except where otherwise provided in the Deed, every issue may be determined by a simple majority of the votes cast at a meeting of the Trustees present and voting on the question. A resolution which is in writing and signed by all the Trustees is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

8.6 Except for the chair of the meeting, who in the case of an equality of votes, has a second or casting vote, every Trustee has one vote on each issue.

8.7 The Trustees have the following powers in the administration of the Charity.

8.7.1 To appoint a chair, Treasurer and other honorary officers.

8.7.2 To delegate any of their functions to committees consisting of two or more persons appointed by the, provided that all proceedings of committees must be reported promptly to the Trustees.

8.7.3 To make rules consistent with this Deed to govern proceedings at their meetings and at meetings of committee.

8.7.4 Methods of making decisions in order to deal with cases or urgency when a meeting is impractical.

8.7.5 To make regulations consistent with this Deed to govern the use and applications of the property and funds of the Charity including regulations about the operations of bank accounts, the deposit of money at a bank the custody of documents the keeping and authenticating of records and the commitment of funds. The Trustees must not make regulations which are inconsistent with anything in this deed.

9. Honorary Officers

The Trustees shall elect from among their numbers a Chairperson, Secretary and Treasurer as Honorary Officers in each year at an annual general meeting held *inter alia* for such purpose.

10. Annual General Meeting

An Annual General Meeting of the Trustees shall be held within in 3 months of the end of the financial year in each year when the aforesaid Honorary Officers shall be elected and when the accounts of the trust fund together with a report on the activities of the Trust and the proposals of the Trustees for the incoming year shall be tabled for adoption. The Trustees shall be entitled to invite members of the public to attendees observers at any Annual General Meeting or any other meeting of the Trustees.

11. Extraordinary General Meetings

An Extraordinary General Meeting of the Trustees may be concerned at any time upon the requisition of at least 2 Trustees and such meeting shall be held within 21 days of such requisition being delivered to the Honorary Secretary for the time being provided always that Notice of the purpose of the meeting is also given by the requisition.

12. Accounts

12.1 The Trustees shall keep a minute book and proper books and shall prepare consecutive statements of account consisting of an income and expenditure account relating to a period of not more than 15 months and of a balance sheet relating to the end of such period. The Trustees must comply with their obligations under the Charities Act 2008 with regard to the keeping of accounting records and the preparation of annual statements.

12.2 Financial records, annual reports and statements of accounting relating to the Charity for at least the previous 6 years must be available for inspection by any trustee.

12.3 A copy of the latest available annual statement of account must be supplied to any person who makes a written request and pays Trustees' reasonable costs.

13. Banking

The Trustees shall maintain such banking accounts for the Charity at Danske Bank Ltd or such other bank or building society as they consider convenient and every sum received on account of the Charity shall be paid to the credit of such accounts.

14. Minutes

14.1 The Trustees must keep minutes, in books kept for the purpose or by such other means as the Trustees decide, of the proceedings at their meetings. In the minutes, the Trustees must record their decisions and where appropriate, the reasons for their decisions.

14.2 The Trustees must maintain proper records of:

14.2.1 all proceedings at meetings of the Trustees

14.2.2 all reports of committees

14.2.3 all professional advice obtained.

15. Trustees' interest in the Trust Fund

No Trustee shall take or hold any interest in any property belonging to the Trust Fund otherwise than as trustees for the purpose of the Charity and no Trustee shall receive otherwise or be interested in the supply of work or goods at the expense of the Charity provided nevertheless that;

15.1 Trustees expenses

a Trustee may be reimbursed any reasonable and proper expenses incurred by him in carrying out his duties including travelling or other expenses incurred by him as Trustee.

15.2 Professional charges

Any Trustee being a solicitor accountant or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm in connection with the execution of the trusts of the charity provided that there is at all time a majority of Trustees who act without remuneration.

16 Application of funds and property

16.1 No trustee nor any person connected with a Trustee may receive from one Charity any payment of money or other material benefit (whether direct or indirect) except payment of money or other material benefit (direct or indirect) except:

16.1.1 under clauses 4.20 and 15.2

16.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity

16.1.3 interest at a reasonable rate on money lent to the Charity

16.1.4 a reasonable rent or hiring fee for property let or hired to the Charity

16.1.5 an indemnity in respect of any liabilities properly incurred in or above the administration of the Charity (including the costs of a successful defence to criminal proceedings)

16.1.6 in exceptional cases, other payments or benefits (but only with the prior written approval of the Charity commission for Northern Ireland or its successors.)

16.2 Whenever a trustee or a person connected to a trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or any committee, the Trustee or connected person concerned must;

16.2.1 declare an interest before discussion on the matter begins;

16.2.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

16.2.3 not be counted in the quorum during that part of the meeting;

16.2.4 withdraw during the vote and have no vote on the matter for the purpose of this clause a person connected with a Trustee is a person that;

a) a child, parent, grandchild, grandparent, brother or sister of the Trustee or;

b) a spouse of the Trustee or of any person falling within paragraph (a) above

16.3 Funds which are not required for immediate use or which will be required for use at a future date must be placed on deposit or invested in accordance with clause 4.9 until needed.

16.4 Investments and other property of the Charity may be held;

16.4.1 in the names of the trustees

16.4.2 in the name of a nominee (being a corporate body registered having an established place of business in Northern Ireland) under the control of the trustees or of a financial expert acting on their instructions.

16.4.3 in the name of a trust corporation as a holding trustee for the Charity which must be appointed (and may be removed) by deed executed by the trustee.

16.4.4 in the case of land, by the Official Custodian for Charities under an order of the Court.

17 Trustees' indemnity

In the exception of the trust and powers of this deed no trustee shall be liable for any loss to the Charity arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or any mistake or omission made in good faith by him or any other Trustee or any other matter other than wilful and individual fraud wrongdoing or wrongful omission on the part of the trustee who is sought to be made liable.

18 Repair and Insurance

The trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant). They must insure suitably in respect of public liability and employer's liability and other usual insurances.

19. Variation

This deed may be varied or amended by supplemental deed on a resolution passed by at least three-quarters of the trustees present and voting at the meeting at which the amendment is considered by no amendment or variation shall be made which cause the Charity to cease to be a charity at law. No amendment may be made to clauses 3.1, 16.1, 20, 21,22 without prior written consent of the Charity Commission for Northern Ireland or its successors.

20. Amalgamation

20.1 The Trustees may at any time on a resolution passed by at least three-quarters of the Trustees present and voting at the meeting at which the amalgamation is considered and confirmed transfer the assets and liabilities of the Charity to another Charity established for exclusively charitable purposes within, the same or as to similar to the Objects.

20.2 On a transfer under clause 20.1 the Trustees must ensure that all necessary steps are taken as to;

20.2.1 the transfer of land and other property

20.2.2 the novation of contracts including contracts of employment and the transfer of any pension rights;

20.2.3 the transfer of trusteeship of any property held for special purposes.

21 Dissolution

21.1 The trustees may at any time decide by resolution passed by at least three-quarters of the trustees and voting at a special meeting at which the dissolution is considered and confirmed that the Charity is to be dissolved. The Trustees will then be responsible for the orderly winding up of the Charity's affairs.

21.2 After making provision for all outstanding liabilities of the Charity, the Trustees must apply the remaining property and funds in one or more of the following ways;

21.2.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

21.2.2 directly for the Objects or charitable purposes within or similar to the Objects;

21.2.3 In such other manner consistent with charitable status as the Charity Commission for Northern Ireland, or its successors, approve in writing in advance.

22. Failure of trusts

In the event of the failure of the trusts of this deed any assets remaining after satisfaction of the debts and liabilities of the Charity shall not be paid to or distributed among the Trustees but shall be given to such other charitable institution or institutions having objects similar to those of the charity as the Trustees shall decide.

Charitable aims and objectives

The Joy Foundation focuses on helping the poorest people of Poland.

Their aim is to practically support these people but most importantly to share the love of Jesus Christ with these people.

The Joy Foundation is established to support by financial means and voluntary work to any charitable project for the prevention and relief of poverty, suffering and distress, the advancement of education, and most importantly the promotion of the Christian faith.