



SRI LANKA MUSLIM JANAZA FUND
TERMS & CONDITIONS
C/o Sri Lankan Society of NZ Inc.
P.O. Box 27629, Mt Roskill, Auckland 1440

1. Introduction

The Sri Lanka Muslim Janaza Fund (SLMJF) is a contributory fund formed exclusively for the benefit of Sri Lankan Muslims living in New Zealand and their spouse of other Nationalities registered with SLMJF. It shall be exclusively utilized for the benefit of registered Families/individuals living in New Zealand in the event of bereavement in the family living only in New Zealand.

- 1.1. It is based on the Prophetic saying: “A Muslim has five rights upon another Muslim:
 - 1.1.1. Responding to another Muslim’s Salam;
 - 1.1.2. Accepting an invitation to partake food;
 - 1.1.3. Making Tashmeet when he sneezes;
 - 1.1.4. Visiting him when he is sick;
 - 1.1.5. Following his Janaza when he dies.”
- 1.2. Some might feel that finance is not a problem in the event of a Janaza. That is a legitimate feeling and we respect that. But consider for a moment the plight of a family who cannot afford this sum of money. Since it is a Prophetic commendation as a *Fardh Kifaya*, every Muslim family should think of this as an obligation to help a Muslim in need, more so, when Allah has blessed them with wealth. If you view this contribution as Sadaqa and not expect any return to you personally, but think you are helping a family in need, you will be partaking in a great service to fellow Muslims. Even if one family benefits, your small contribution would look humongous in the eyes of Allah.

2. Name of Fund

- 2.1. The Fund shall be known as “**Sri Lanka Muslim Janaza Fund**” (SLMJF).

3. Aim of the Fund

- 3.1. The SLMJF is created as a contributory Fund to support contributing Sri Lankan Muslim Families / individuals living in New Zealand registered with the SLMJF, as funeral services are costly and not all families can manage the necessary expenses when a loved one passes away.
- 3.2. To be used in the event of the death of a family member in New Zealand registered with SLMJF and to ease the financial burden faced by the bereaved family.
- 3.3. SLMJF members will be entitled to utilise SLMJF monies only for burials conducted according to Islamic Rights and not otherwise.
- 3.4. The SLMJF Management Committee will be responsible for guiding the family and providing moral support, presently only in the Auckland wider region. Janaza Community support contacts can be provided for members in other regions of New Zealand.
- 3.5. The responsibility of the SLMJF Management Committee is to discharge the debt incurred by the family in meeting the cost of the Janaza, in that it will meet the bill or invoice issued by the authorities responsible for the burial (Auckland Council, other Regional/District Councils in New Zealand), or any other recognised and acceptable Janaza Service Organisation located outside the

Auckland Metropolitan Area/Region the lower of the actual cost incurred or the cost of SLMJF Auckland burial.

- 3.6. To give moral support to persons and families not registered with SLMJF as far as possible.
- 3.7. The Janaza Fund monies will be exclusively used for (Waqf) for the purchase of burial plots and to meet burial and funeral expenses incurred of the SLMJF paid members. Special approval from Members is required if funds are provided as a soft loan for a worthy cause, such as purchasing an Islamic center or Masjid.

4. Category of Membership

- 4.1. A contributory paid membership is open to all Sri Lankan Muslim families and their spouse of other Nationalities and Sri Lankan Muslim individuals registered with the SLMJF living in New Zealand both in the North and the South Islands. A membership shall commence immediately on application with payment for the current calendar year of registration. Subscriptions are due in **January** of each calendar year of registration.

5. Operation of the Fund

- 5.1. Membership contributions are paid on a monthly/yearly basis. In order to remove any ambiguity, a membership shall commence immediately after the approval of the application by the SLMJF Management Committee and expire on 31st December of each calendar year of registration.
- 5.2. Only associated costs related to the burial will be paid to the Janaza Service Organisation and/or Auckland Council, other Regional/District Councils in New Zealand from a pool of funds established with contributions and donations received from members, also grants, gifts and donations received from any other sources.
- 5.3. Stillborn babies shall be covered by the Fund. No benefit shall be payable for miscarriages.
- 5.4. There will be no refund of contributions made regardless of termination/ cancellation/ forfeiture of membership or any non-claims made for a death benefit.

6. Definition of a family

- 6.1. A family unit includes Husband, wife, unmarried children (irrespective of age), and unemployed dependent parent/s living in the same registered address of the Principal Applicant. Either Husband or wife shall be the Principal Applicant.
- 6.2. Parent/s of Husband or parent/s of wife who are earning a wage or have any other source of income in New Zealand is regarded as a separate family/individual registration and will contribute accordingly.
- 6.3. Single persons living alone or with persons defined in 6.1 are regarded as individual membership registration and will contribute accordingly.
- 6.4. On marriage, a separate and new membership registration is required with any amendment made to the membership registration.

7. Change of Status of Family and Residence address

- 7.1. Marriage, Birth and Adoptions shall be registered with the Fund within four (4) weeks after they take effect. No benefit shall be payable for such additions to the family unless the Fund is officially informed and membership registration is altered /updated accordingly.
- 7.2. Members are to notify the Fund immediately of any change of residence or even planning to emigrate.

It is the responsibility of the Principal applicant to inform the SLMJF Management Committee in writing or by email within four (4) weeks if there are any changes in the family unit, member status, registered address, contact details or any other relevant information.

8. Membership Categories and registration fees

(These contributions/fees are subject to revision).

8.1. Family membership registration:

- 8.1.1. Annual payment of New Zealand **\$150.00** per family unit payable on or before 31st January of every calendar year of registration or New Zealand **\$15.00** per month payable on or before the 10th of every month of registration.
- 8.1.2. New family members joining at any time during the first calendar year of registration will pay the full annual payment of New Zealand **\$150.00**. Pro-rata annual payment or monthly payment options will not be applicable.
- 8.1.3. In the event the Principal Applicant passes away, the surviving spouse will continue the membership as Principal Applicant for the remaining period of registration.

8.2. Individual membership registration:

- 8.2.1. Single persons living alone or with persons defined in Clause 6.1 above and persons defined in Clause 6.2 above are entitled to Individual memberships. Annual payment of **\$75.00** per individual payable on or before 31st January of every calendar year of registration or **\$30.00 every four (04) months payable** on or before the 10th of every month of registration.
- 8.2.2. New individual members joining at any time during the first calendar year will pay the full annual payment of New Zealand **\$75.00**. Pro-rata annual payment or monthly payment options will not be applicable.

8.3. Visiting Parents membership registration:

- 8.3.1. Visiting Parents of Principal Applicant and visiting parents of Spouse are entitled to SLMJF membership. Members are to officially notify the Fund of the proposed visit of parents to include in their respective membership forms. The benefit will be limited to in the event of death whilst only in New Zealand.
- 8.3.2. Visiting Parents to New Zealand are entitled to SLMJF benefits by making a one-off payment of **NZ\$150.00** (for either one or both parents) for a Visiting Parents membership registration valid through to 31st December of the calendar year of registration. Pro rata payments or monthly payments will not be applicable for visiting parents' memberships.
- 8.3.3. All other categories of family visitors are advised to obtain a valid travel insurance policy and a valid death claim be made by application to the insurance service provider.

8.4. Membership renewal grace period

8.4.1. Annual payments:

For those members opting for annual payments, any outstanding annual dues (full year) are to be settled within the grace period of three (3) months ending 31st March of the year pending renewal. Upon submission of a written request by a member, an additional extension of three (3) months may be granted, subject to the discretionary approval of the committee. Periodic reminders will be sent by SLMJF. Membership will automatically terminate following the grace period of three (3) months.

8.4.2. Monthly payments:

For those members opting for monthly payments, any outstanding dues (one month in arrears) are to be settled within the grace period of one (1) month following the month in arrears. Periodic reminders will not be sent by SLMJF. Membership will automatically terminate following the month in arrears.

8.5. In order to maintain continuity of membership, automatic bank payments to the designated SLMJF Bank Account number is the preferred payment option.

9. Donations

9.1. Generous donations will preserve the dignity of our Muslim Brothers and Sisters when they transit to the afterlife. Only members' donations, Sadaqa and general donations will be accepted. **SLMJF is not entitled to receive any Zakat monies.**

10. The Janaza Fund Management Committee (SLMJFMC)

10.1. The Sri Lanka Muslim Janaza Fund (SLMJF) will function under the Sri Lankan Society of New Zealand Inc (SLSNZ). The fund is kept in a separate bank account. The fund and membership are administered by an SLMJF Management Committee.

10.2. The SLMJF Management Committee shall comprise of the following:

10.2.1. The President, Secretary, and Treasurer appointed at the SLSNZ AGM shall serve as the respective President, Secretary, and Treasurer of the SLMJF Management Committee.

10.2.2. Six (6) representatives nominated from the SLMJF membership who shall serve a term of office of five (5) years from the date of appointment, and are eligible for re-election.

10.2.3. In the event any nominated member appointed as per Clause 10.2.2 above shall vacate his post or terminate his membership with the SLMJF, such casual vacancy shall be filled by the SLMJF Management Committee from among the SLMJF membership and be valid until the expiry of the balance period of the 5 year- term of office.

10.2.4. In the event any SLSNZ office bearer(s) appointed as per Clause 10.2.1 above is also an SLMJF Management Committee member or non-SLMJF member, the SLSNZ committee shall nominate an alternate representative as a replacement for the term of office of SLMJF Management Committee member term.

10.3. The SLMJF Management Committee members shall be responsible for sending out reminders, collecting, maintaining and updating contributions, issuing receipts for payments, keeping registered members informed and informing defaulters of termination of memberships.

10.4. The Treasurer of SLMJF, shall be from one of nominated members of SLMJF Management Committee and provide SLSNZ Committee and SLMJF Management Committee a regular update of membership contributions and financial status of the SLMJF.

10.5. The Janaza Fund shall maintain and operate bank accounts with any commercial banking institution in the name of "Sri Lanka Muslim Janaza Fund".

10.6. The Treasurer of SLSNZ, Treasurer of SLMJF—and one (1) other named nominated SLMJF Management Committee member shall be the authorised signatories to the banking accounts of SLMJF.

11. SLMJF Janaza Service offering

- 11.1. The services provided by SLMJF in cooperation with the Janaza Service Organisations will include:
- 11.1.1. Removing the deceased's body from place of death and transporting to a local facility.
 - 11.1.2. Arrange burial booking with cemetery for soonest appointment available.
 - 11.1.3. Washing (Ghusl) and shrouding (Kaffan) of body by qualified personnel.
 - 11.1.4. Transporting remains from Janaza prayer to cemetery.
 - 11.1.5. Meet the cost for the burial plot (land cost).
 - 11.1.6. Meet the cost of the "Meezan" timber.
 - 11.1.7. Meet the cost for digging the grave including overtime for labour.
 - 11.1.8. Perform the Janaza Prayer.
 - 11.1.9. SLMJF and its members will be required to fully comply with the SLMJF Burial Procedure Manual and to any applicable Terms and Conditions of the respective Regional / District Councils and burial procedures of the respective appointed Janaza Service Organisations.
 - 11.1.10. We will liaise with the local council to book the grave site for burial and assist the family to complete all the necessary paperwork and regulatory requirements including registration of the death with the appropriate government agencies.

12. SLMJF Burial Plots at Manukau Memorial Gardens

- 12.1. SLMJF have secured burial plots at Auckland Council Manukau Memorial Gardens for the benefit of the SLMJF paid membership
- 12.2. SLMJF shall be the principal burial rights holder for all plots purchased.
- 12.3. Plots will be allocated at the time of burial by the Manukau Memorial Gardens burial team to ensure best operational practice.
- 12.4. Plots cannot be reserved for any specific SLMJF or Sri Lankan community members.
- 12.5. The burial procedure and guidelines to be adhered to all burials in the plots assigned to SLMJF is outlined in more detail in the SLMJF Burial Procedure Manual and the Memorandum of Understanding signed between Auckland Council and SLMJF. These documents are available for reference and inspection by contacting any SLMJF Management Committee Member.
- 12.6. Our preferred Janaza Service Organisation within Auckland Area/Region is Working Together Group Muslim Funeral Service (WTGMFS).

13. Information necessary for the household in the event of bereavement in New Zealand

- 13.1. The following is the procedure to be followed when a death occurs:
- 13.1.1. Immediately contact SLMJF Management Committee Member to make arrangements with Manukau Memorial Gardens burial team and WTGMFS for a Janaza within Auckland Area/Region to discuss all the funeral arrangements.
 - 13.1.2. Obtain a death certificate from the doctor in attendance or the Hospital as soon as possible.
 - 13.1.3. One Person on behalf of the family to be present to receive the body (Hospital requirement).
 - 13.1.4. Fill the Application for Burial –Auckland Council form, attach scanned copy of death certificate and email to the SLMJF/Janaza Service Organisation in order to secure an early booking in the cemetery.
 - 13.1.5. Hand a copy of the above forms to the person representing the Janaza service.
 - 13.1.6. If you have a pre-purchased grave plot, kindly indicate it on the above form, with proof of pre-purchase certificate.

- 13.1.7. If it is the burial of a child, provide the approximate length of the corpse for the grave to be dug accordingly.

All preparations of the Janaza are done under strict Islamic guidelines.

14. In case of death outside Auckland Metropolitan Area/Region

- 14.1. Immediately contact SLMJF Management Committee Member to make arrangements with your local Masjid/ Islamic Centre/ Janaza Service Organisation to discuss all funeral arrangements.
- 14.2. If burial is to be held outside of Auckland Metropolitan Area/Region, the services of the closest local Masjid/Islamic Centre/Janaza Service Organisation will be facilitated.
- 14.3. If buried outside Auckland Metropolitan Area/Region, the family shall be responsible for arranging the funeral services. Upon receipt of a claim for expenses incurred along with supporting invoices/receipts and also supported with an official Death Certificate issued by the local authority, the SLMJF shall reimburse the family of the deceased member lower of the actual cost incurred or the cost of SLMJF Auckland burial.
- 14.4. If death occurs outside Auckland Metropolitan Area/Region, but within New Zealand, the family of the deceased member shall have the right to decide whether to have the body buried where the death occurred or brought to Auckland or any other region of their choice. The family shall be responsible for the transport of the body and its related costs from location of death occurred to Auckland or any other region of their choice.

15. In case of death of a non-SLMJF member

- 15.1. If death occurs of a Sri Lankan community member living in New Zealand who is not a contributory paid member of SLMJF, the SLMJF Management Committee, at the request of the family members of the deceased, will take appropriate steps to facilitate the burial. All related costs incurred in the burial are to be fully paid directly by the family of the deceased including cost of burial plot, any penalty charges for delayed payment to the Auckland Council, other Regional/District Councils in New Zealand, and/or any other recognised and acceptable Regional Janaza Service Organisation in New Zealand.

16. In case of death of SLMJF member overseas

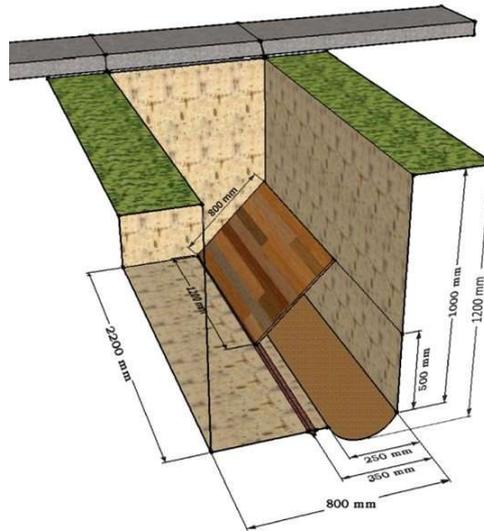
- 16.1. If death occurs overseas of persons defined in Clause 6, upon receipt of a claim for expenses incurred along with supporting invoices/receipts and also supported with an official Death Certificate issued by that country of death or burial, the Fund shall reimburse the family of the deceased member lower of the actual cost incurred overseas or the cost of SLMJF Auckland burial.

17. WINZ Entitlement

- 17.1. If the family is entitled to other sources of assistance from different funds such as Work and Income New Zealand (WINZ), then the SLMJF will pay only the difference or the family agrees to refund the SLMJF the sum received from WINZ.

18. Method of Burial

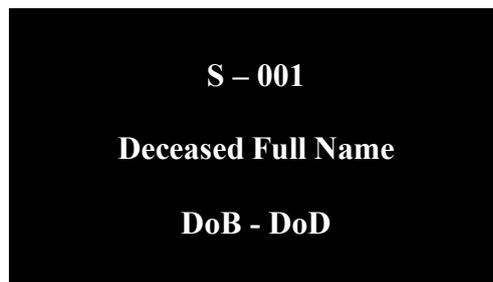
- 18.1. The Lahd (Niche/Bottom corner) method of burial is adopted by SLMJF. The Lahd (Niche/Bottom corner) means that a place is dug at the bottom of the grave on the side that is closest to the Qiblah, in which the deceased is placed on his right side facing the Qiblah. Timber may be used to cover this. This method of burial is illustrated below:



The Lahd (Niche/Bottom corner) method of burial

19. Monument/Headstone

- 19.1. SLMJF is bound to observe all the rules and regulations of the requirements of the Cemeteries we bury in. The graves allocated to us at Manukau Memorial Gardens are all lawn graves and not decorated graves. From an Islamic perspective the marking of graves with a monument/headstone is discouraged. As far as the grave is concerned, we encourage all our members to follow the simple example of the best grave models we have at Jannatul Baqi in Madinah.
- 19.2. Erection of monuments/headstones is not permitted at Manukau Memorial Gardens. In keeping with the Sunnah of our Prophet (PBUH), SLMJF has disallowed the erection of a monument/headstone on the beam or allocated grave site.
- 19.3. All graves will be marked with a simple grave plaque as detailed below.
- 19.3.1. SLMJF burial plot plaques are 200mm x 100mm fixed to the beam with minimum text giving details of the plot number centred on top followed by the full name of the deceased in the middle then the Date of Birth (DoB) and the Date of Death (DoD) on the last line as designed below.



20. Translation

- 20.1. For all purposes, this English language version of The Sri Lanka Muslim Janaza Fund Terms & Conditions shall be the original, governing instrument and understanding of the parties. In the event of any conflict between this English language version of the Agreement and any subsequent translation into any other language, this English language version shall govern and control.

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