



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 and family visitors registered with the SLMJF in the event of a 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).
- 2.2. The SLMJF is created as a contributory Fund to support contributing Sri Lankan Muslim Families / individuals living in New Zealand and family visitors registered with the SLMJF living in New Zealand, as funeral services are costly and not all families can manage the necessary expenses when a loved one passes away suddenly. Thus, there will be no refund regardless of termination/ cancellation/ forfeiture of membership or any non-claims made for a death benefit.

3. Aim of the Fund

- 3.1. 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 family.
- 3.2. SLMJF members will be entitled to utilise SLMJF monies only for burials conducted according to Islamic Rights and not otherwise.
- 3.3. The SLMJF 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.

- 3.4. The responsibility of the 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, WTG, SAMA, NZMA or any other recognised and acceptable Regional Janaza Service Organisation).
- 3.5. To give moral support to persons and families not registered with SLMJF as far as possible.

4. Category of Membership

A contributory membership is open to all Sri Lankan Muslim families and their spouse of other Nationalities, Sri Lankan Muslim individuals and Sri Lankan Muslim family visitors 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 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 year of registration.
- 5.2. Only associated costs related to the burial will be paid to the Janaza Service Organisation and/or Auckland Council 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.

6. Definition of a family

- 6.1. A family unit includes Chief Occupant/Head of Family (Principal Applicant); Spouse of Chief Occupant/Head of Family; Children of Chief Occupant/Head of Family (irrespective of age); and dependent (unemployed) parent/s living in the same registered address of the Principal Applicant.
- 6.2. Parent/s of Chief Occupant/Head of Family and/or Spouse of Chief Occupant/Head of Family who are earning a wage or have any other source of income are 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 are entitled to 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 Chief Occupant/Head of Family (Principal Applicant) membership registration.

7. Family visitors

- 7.1. All family visitors who are visiting New Zealand are entitled SLMJF benefits by making a one off payment of NZ\$100.00 for a family membership registration or NZ\$50.00 for individual membership registration valid thru to 31st December of the year of registration. Pro rata payments or monthly payments will not be applicable for family visitor memberships.
- 7.2. SLMJF benefit for Family Visitors is limited to a death occurring **only** whilst in New Zealand and does not include death that occurs overseas.
- 7.3. All family visitors to New Zealand for whatever reason are advised to obtain a valid travel insurance policy and in the first instance a valid death claim be made from the insurance service provider.

8. Change of Status of Family and Residence address

- 8.1. 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.
- 8.2. 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 4 weeks if there are any changes in the family unit, member status, address, contact details or any other relevant information.

9. Membership registration fees

(These contributions/fees are subject to revision).

9.1. Family membership registration:

- 9.1.1. Annual payment of \$100.00 per family unit payable on or before 31st January of every year of registration or \$10.00 per month payable on or before the 10th of every month of registration.
- 9.1.2. In the event the Chief Occupant/Head of Family passes away, the surviving spouse will continue the membership as Chief Occupant/Head of Family for the remaining period of registration.

9.2. Individual membership registration:

- 9.2.1. Single persons living alone or with persons defined in 6.1 and persons defined in 6.2 are entitled to Individual memberships. Annual payment of \$50.00 per individual payable on or before 31st January of year of registration or \$5.00 per month payable on or before the 10th of every month of registration.

9.3. Membership renewal grace period for non-payment and forfeiture of membership

9.3.1. Annual payments:

For those members opting for annual payments, any outstanding annual dues (full year) are to be settled within the grace period of 3 months ending 31st March of the year pending renewal. Periodic reminders will be sent by SLMJF. Membership will automatically terminate following the grace period of 3 months.

9.3.2. 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 1 month following the month in arrears. Periodic reminders will not be sent by SLMJF. Membership will automatically terminate following the month in arrears.

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

10. Donations

- 10.1. 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.**

11. The Janaza Fund Management Committee

- 11.1. The Sri Lanka Muslim Janaza Fund (SLMJF) will function under the aegis of the Sri Lankan Society of New Zealand Inc. (SLSNZ) administered by a Janaza Fund Management Committee. SLSNZ shall be the appointed Trustees for the administration of the Fund.

- 11.2. The Janaza Fund Management Committee shall comprise of the following

- 11.2.1. The President, Secretary and Treasurer of SLSNZ appointed at the AGM of SLSNZ shall be Ex-Officio members of SLMJF
 - 11.2.2. Four (4) representatives nominated from the Janaza Fund membership as Janaza Coordinators who shall serve a term of office of 5 years from the date of appointment and eligible for re-election.
 - 11.2.3. In the event any nominated member shall vacate his post or terminate his membership with the SLMJF, such casual vacancy shall be filled by the Janaza Fund Management Committee from among the SLMJF membership and be valid until the expiry of the balance period of the 5 year term of office.
- 11.3. The Janaza Fund 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.
 - 11.4. The Treasurer of SLSNZ shall be the Treasurer of SLMJF. The Treasurer of SLMJF shall provide SLSNZ Committee and SLMJF Management Committee a regular update of membership contributions and financial status of the SLMJF.
 - 11.5. The Janaza Fund shall maintain and operate bank accounts with any commercial banking institution in the name of "Sri Lanka Muslim Janaza Fund".
 - 11.6. The Treasurer of SLMJF and 2 named Janaza Coordinators shall be the authorised signatories to the banking accounts of SLMJF.

12. SLMJF Janaza Service offering

- 12.1. The services provided by SLMJF in cooperation with the Janaza Service Organisations (listed below) will include all the transport arrangements for the deceased which will include the pickup of the Janaza (deceased) from the home, hospital or mortuary, transport to the local mosque or Ghush facility, where the Ghush (washing) and shrouding will be performed, and then the final transport to the local cemetery. 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 department.
- 12.2. Our preferred Janaza Service Organisation within Auckland area is Working Together Group (WTG). Members may choose any other Janaza Service Organisation (listed below) or your area service provider if living outside Auckland to have the Ghush performed at any other facility.
- 12.3. SLSNZ/SLMJF have obtained exclusive burial plots at Auckland Council Cemeteries South - Manukau Memorial Gardens for the burial of Janaza of Sri Lankan Community members.

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. Obtain a death certificate from the doctor in attendance or the Hospital as soon as possible.
 - 13.1.2. One Person on behalf of the family to be present to receive the body (Hospital requirement).
 - 13.1.3. 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.
 - 13.1.4. Hand a copy of the above forms to the person representing the Janaza service.
 - 13.1.5. If you have a pre-purchased grave plot, kindly indicate it on the above form, with proof of pre-purchase certificate.
 - 13.1.6. If it is the mayyit of a child, provide the approximate length of the corpse for the grave to be dug accordingly.
 - 13.1.7. Contact SLMJF Committee Member to make arrangements with your preferred Janaza Service Organisation from the list below to discuss all the funeral arrangements.

14. Janaza Service Organisations

- 14.1. Muslims in Auckland have two cemeteries where facilities are provided for the burial of Muslim dead. The contact details for the Janaza Service Organisations are as follows:

Working Together Group (WTG): *(preferred Janaza Service Organisation)*

Burial at Manukau Gardens & Waikumete:

Br Ismail Waja, M: 021 212 9282, H: 296 2358, Email: janaza@wtg.org.nz

Br Mohamed Nalar, M: 021 145 3669, H: 638 9376

Br. Ashraf Khan 021 786 676

The South Auckland Muslim Association (SAMA):

Manukau Gardens in South Auckland:

Br. Ibrar Sheik, Telephone (H) 275 9950 Mobile 021 240 8786, Email: secretary.sama@xtra.co.nz

Br. Azad Khan, Mobile: 027 452 6304, (H): 278 5535

New Zealand Muslim Association (NZMA):

Waikumete Cemetery in West Auckland:

NZMA on 0800 526 2292

Br. Siraj Ali – Telephone 627 1424/Mobile 0274 844 232

Ponsonby Mosque: 3788 200

Br. Ayoub Patel, Telephone (H) 378 6158

Hamilton Mosque: Br. Mubarik: 021-070 1005 or

Frankton Mosque, Hamilton: Email hassan.hamilton@xtra.co.nz

14.2. Services offered by the above Janaza Service Organisation include:

- 14.2.1. Removing the deceased's body from place of death and transporting to a local facility.
- 14.2.2. Arrange burial booking with cemetery for soonest appointment available.
- 14.2.3. Washing (Ghusl) and shrouding (Kaffan) of body by qualified personnel.
- 14.2.4. Transporting remains from Janaza prayer to cemetery.
- 14.2.5. Meet the cost for the burial plot (land cost).
- 14.2.6. Meet the cost of the "Meezan" timber.
- 14.2.7. Meet the cost for digging the grave including overtime for labour.
- 14.2.8. Perform the Janaza Prayer.
- 14.2.9. SLMJF and its Members will be required to comply with the Terms and Conditions of Burial of the respective appointed Janaza Service Organisations.

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

15. In case of death outside Auckland Metropolitan Area

- 15.1. If death occurs outside Auckland Metropolitan Area, 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.
- 15.2. If the family decides to bury the body in the Auckland Metropolitan Area, the family shall be responsible for the transport of the body and its cost to Auckland.

15.3. If buried outside Auckland Metropolitan Area, the family shall be responsible for arranging the funeral services and the Fund shall pay the cost of burial in the closest Muslim burial site or the lesser amount according to the charges of the appointed burial site.

16. Summary of Janaza Service

16.1. To summarise; the land belongs to the Council, the family of the dead will have to pay for the cost of the land, digging charges, labour & overtime, timber, material for ghusl and Kaffan preparation, transportation and other funeral expenses. The SLMJF and Janaza Service Organisation will liaise with the cemeteries & Council to meet the initial funeral expenses and invoice the family later. SLMJF will step in on behalf of the family as guarantor for the family.

16.2. The family will then in turn submit the bill/invoice to the Sri Lanka Muslim Janaza Fund committee (SLMJF) to make payments as required to Auckland Council, other Regional/District Councils in New Zealand, WTG, SAMA, NZMA or any other recognised and acceptable Regional Janaza Service Organisation in New Zealand.

17. In case of death overseas

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

18. In case of death of a non SLMJF member

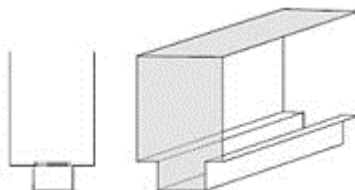
18.1. If death occurs of a Sri Lankan community member living in New Zealand who is not a contributory member of SLMJF, the SLMJF Management Committee, at the request of the family members of the deceased, will take appropriate steps to facilitate the burial. All related costs incurred in the burial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

19. WINZ Entitlement

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

20. Method of burial

20.1. The Shaq method of burial is adopted by WTG to incorporate two burials in one plot: where a shallow trench should be dug in the centre at the bottom of the grave to allow the body to be placed in this trench. Timber may be used to cover this.



The Shaq method of burial

21. Translation

21.1. 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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