

The Surrey Heath Islamic Funerals Trust

Definitions

In these terms the following definitions shall apply:

“Trust, “we” or “us” or “our” refer to the Surrey Heath Islamic Funerals Trust and our details are set out below;

“you” or “your” refers to the person who is a member of the Trust;

“Family Member” refers to your spouse and all of your children under the age of 19. Each Family Member must be registered with the Trust.

“Representative” refers to a person appointed by you or your family to deal with your estate after your death.

“Special Requests” mean any personal wishes as to how you would like your funeral performed.

What does the Trust do?

For a monthly membership fee the Trust will arrange the funeral of its members (and their families). Costs for the funeral will be covered from the Trust subject to the limitations set out below.

The Trust shall ensure that all funeral arrangements made through the Trust are according to Sunni Islamic traditions and practices.

Do you qualify for membership of the Trust?

To be eligible to become a member of the Trust, you and family members must be Muslims and living in the Borough of Surrey Heath or one of its adjacent boroughs.

Who is covered?

When you join the Trust, you will be asked to provide details of your spouse and any dependent children you have living with you under the age of 19. All eligible and registered family members will be covered by the Trust.

You are responsible for informing the Trust of any changes that may affect your or your family members' eligibility, failure to do so may result in the Trust refusing to arrange the funeral or charging you for the FULL cost of the funeral. This includes the birth of new family members.

The Trust will NOT cover members of your extended family, e.g. parents, cousins, uncles, aunts etc. Such family members must apply separately to become members in

their own right. The Trust may choose at its own discretion to provide a service to such person but will charge for the provision of the service.

What Your Membership of the Trust Provides

As long as you continue to pay the monthly membership fees set out by the Trust, The Trust promises to cover the costs of your (and your Family Members') Sunni Muslim funeral (subject to the limitations laid out in this agreement). The Trust will charge you additional fees for any Special Requests that you may have for your funeral which are outside of the standard arrangements that the Trust would make.

Upon acceptance of your membership, the Trust will send you a membership pack containing your membership number and other important information and advice.

The Trust covers the services of a funeral co-ordinator appointed by the Trust to make all the necessary arrangements for the funeral. The coordinator shall also provide advice when needed and assist you or your appointed representative with obtaining any necessary paperwork. There may be some formalities that need to be completed which only you or your family can do, in such circumstances your coordinator will inform you of this and provide the necessary guidance as needed.

What are the limitations?

The Trust will only cover funerals that are conducted according to Sunni Islamic traditions and customs.

Funerals conducted or organised by the Trust must take place at a cemetery that is approved by the Trust. A list of approved cemeteries can be obtained from the Trust when required. If you require the burial to happen at different cemetery in the UK, the Trust may make an additional charge to cover any associated costs.

The Trust shall NOT cover the cost of repatriating your (or your Family Member's) body from another country to the UK, nor will the Trust repatriate your (or your Family Member's) body to another country.

In order to protect the Trust's funds, The Trust has an initial qualifying period during which time it will not pay for the full costs of the funerals as set out below.

During the initial six (6) months of your membership, the Trust will not cover the cost of the funeral but will provide the service. The Trust will charge you the full cost of the funeral.

After 6 months of membership to the Trust, the Trust will continue to provide the service, however it will charge you 50% of the cost of the funeral.

After the first full year of membership, the Trust shall cover the full costs of any funeral, so long as the monthly payments continue to be paid to the Trust.

Payment & Membership

The Trust operates a monthly membership scheme renewable each month through a monthly fee paid to the Trust (the amount set out in the application form). To reduce costs and administrative overheads the monthly payments must be paid by Standing Order or Direct Debit only. The monthly membership fee is variable and will be reviewed each year by the Trust. In the event of any change to the monthly payments, you will be notified at least 28 days before these changes to the fee takes effect.

You agree that you will pay the defined membership fees to the Trust in accordance with this Agreement. The fees are to be paid monthly and as long as the Trust continues to receive your monthly fees you will remain a member of the Trust.

Your membership will cease one month after the last monthly payment is received by the Trust. For a period of three months after your membership has ended the Trust may choose at its own discretion to re-instate your membership upon request if you pay all of the missed payments since the final payment was received. After three months of missed payments, a new membership application must be made and you will subject to the qualifying periods laid out in this agreement.

You may, at any time, make special requests for your or your family member's funeral, which are outside of the standard service provided by the Trust. If the Trust chooses to provide any such special requests then the cost of these must be paid by you, (either by way of an additional contribution or at the time of the funeral). The price of such special requests will be determined by the Trust at the time of the request. Any such additional requests that the Trusts agrees to provide may be subject to a separate agreement to be entered into with the Trust.

You may end your membership of the Trust at any time by stopping your monthly payments to the Trust. If the Trust does not receive your monthly payment on the date that it is due, the Trust will assume by default that you have ended your membership and membership will cease to exist 30 days after the last payment was received by the Trust.

If you decide to end your membership to the Trust, the Trust will not refund any monies you have paid to the Trust.

Care of your money

All payments you make will be held in a fund by the Trust, and the Trust will pay funerals from the fund when they are performed to cover the associated costs. The trust will not invest any of the money held by it in any investment schemes. All sums paid will be paid directly to the providers of the services contracted by the Trust.

Burial funeral

All funerals conducted by the Trust will be according to Sunni Islamic traditions. The Trust will determine the cemetery where the funeral shall take place according to availability of plots and resources at the time of the funeral. You may however choose an alternative cemetery from the list of cemeteries approved by the Trust.

If you (or your Family Member) require burial at an alternative preferred cemetery other than that approved by the Trust, then the Trust will endeavour to make this happen, however the Trust will require that you contribute to any additional costs and that you or your Representative assist with making some of the arrangements.

Your special requests

You may ask for Special Requests for your or your family member's funeral at any time, but these will be outside of the normal arrangements made by the Trust and are not covered by your membership of the Trust.

If the Trust agrees to any Special Requests then you will be asked to cover the additional costs of these. The cost of any such Special Requests and you will be notified at the time of the request and a separate agreement may be required between you and the Trust.

Examples of some Special Requests that would incur additional costs and which are not included in the Plan include (but not limited to):

- Provision of a headstone at the cemetery;
- Removal of artificial limbs and mechanisms such as pacemakers.

Change of address

You must notify the Trust at the address shown at the end of this document of any permanent change of address.

Life changing events

You must notify the Trust at the address shown at the end of this document in the event of a birth or adoption of a child.

You must also notify the Trust if any of your registered children reach 19 years of age. A separate membership will be required for such children.

Cancellation

You have 28 days from the date we send you your Membership Pack to decide that the arrangements you have made meet your requirements and that you do not wish to cancel your Membership. If you do decide to cancel your Plan, you must notify us in writing and, provided we receive your notification during that 28-day period, we will refund all the money you have paid.

After the initial 28 day cooling off period, if you wish to cancel your Membership, you may do so by notifying us in writing or simply ceasing your monthly payments. The Trust will not refund any money you have paid.

We will cancel your Plan if a monthly payment remains outstanding for more than one month after it is due. If we cancel the Plan then we will not refund any money you have paid, and we will be under no further duties to provide the benefits and services set out by this agreement.

The Trust is designed to provide a funeral service and is not an investment or insurance product.

The agreement

Once we have confirmed your application for the Trust, the following documents all make up the Agreement:

- Your Application Form
- Your Membership Schedule contained in the Membership Pack
- These Terms and Conditions

Please keep these documents in a safe place for the attention of your Personal Representative. You are advised to discuss your funeral arrangements with the person who will be your Personal Representative.

These documents together make up the “**Agreement**” concerning your funeral arrangements. Anything which is not documented in writing in the Agreement will not be effective. If there is any ambiguity between the documents, the terms set out in this document take precedence over the others. English law shall apply to this Agreement. If anything in this Agreement is invalid or unenforceable, then this Agreement will be interpreted as if that part were modified or deleted to make it valid and enforceable, and the rest shall remain in force. If we fail to exercise, or delay in enforcing our rights (such as cancellation of membership for unpaid instalments) that will not restrict our rights to do so, and no waiver of any such rights or of any breach of any term will be deemed to be a waiver of any other right or any later breach.

You may propose a change to the Agreement, but no change will take effect unless it is agreed in writing by the Trust. If you wish to make changes to your Membership then this will take effect through a new agreement.

The Agreement is personal to you and your family members and may not be assigned (transferred) or made the subject of any trust, mortgage or charge given as security for any obligation to any third party.

Only you or your Personal Representative are entitled to claim the rights or benefits set out in this Agreement. Otherwise, no other person (including the nominee or their representatives) has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any other rights these people may have. These Terms and Conditions apply to all plans entered into from 01/04/2010.

The Trust reserves the rights to amend the Terms & Conditions from time to time. However in doing so, it will provide 28 days notice before any such changes are to take effect.

How to make a complaint

We make every effort to excel in the service we provide. However, if you feel we have not met your expectations, please contact one of our officers who will acknowledge your complaint within five working days and will do their utmost to ensure any complaint is dealt with as quickly and efficiently as possible. Contact details are as follows:

Chairman
Surrey Heath Islamic Funerals Trust
76 Verran Road
Camberley
Surrey
GU15 2LJ

The Surrey Heath Islamic Funerals Trust is provided by the Surrey Heath Muslim Association. A registered charity in England No. 1126441. 76 Verran Road, Camberley, Surrey, GU15 2LJ.