

Surrey Heath Muslim Association Terms and Conditions

Definitions

In these terms the following definitions shall apply:

"Charity" or "Association" or "SHMA" or "we" or "us" or "our" refer to the Surrey Heath Muslim Association and our details are set out below;

"you" or "your" refers to the person who is a member of the SHMA;

"Family Member" refers to your partner and all of your children under the age of 19. Every Family Member must be registered with the SHMA.

"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 that is outside of the normal services provided by the SHMA.

Do I qualify for membership of the SHMA?

To be eligible to become a member of the SHMA, you and your Family Members must be Muslim and living in the Borough of Surrey Heath or one of its adjacent boroughs.

Can my family members join the SHMA?

A Family Membership allows all immediate members of your family to be members. When you join the SHMA as a family, we will ask you to provide details of your husband/wife and any dependent children you have living with you under the age of 19.

Both you and your partner will be regarded as full members of the SHMA, and therefore both of you will be entitled to vote at SHMA general meetings.

Your children are not regarded as full members. This means that they will not have voting rights but will be able to make use of all services provided by the SHMA. If you have dependent children over the age of 19 then they must join the SHMA in their own name using a Single Membership to have the same membership rights as you.

A family membership cannot include members of your extended family, such as parents, grandparents, uncles, aunts, cousins, etc.

What are my responsibilities?

You have a responsibility to inform us of any changes to your situation, such as change of address, births or deaths of family members. Failure to do so may result in the SHMA refusing or being unable to deliver some of its services that you may wish to make use of.

You must also keep up the monthly payments for membership to the SHMA. Failure to do so may result in the termination of your membership and loss of benefits including having to pay the full costs for using services provided by the SHMA, such as funerals.

Payment & Membership

The SHMA operates a monthly membership scheme renewable each month through a monthly fee paid to the Association (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 Association. In the event of any change to the monthly payments, you will be notified at least 28 days before these changes to the fees take effect.

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

Your membership will cease one month after the last monthly payment is received by the Association. For a period of three months after your membership has ended the SHMA 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, your membership of the Association will permanently cease.

You may end your membership of the SHMA at any time by informing the SHMA and cancelling your payments. Your membership will cease one month after your last monthly payment was received.

Once your membership ends, the SHMA will not refund any monies you have paid to the Association.

Does the SHMA provide a Muslim funeral service?

If you continue to pay your monthly membership fees as set out by the SHMA, we promise to arrange your (or your Family Members') funeral (subject to the limitations laid out in this agreement). The funeral arrangements will be made according to Sunni Muslim traditions and practices.

The SHMA will cover the services of a funeral coordinator appointed by the Association to make all the necessary arrangements for the funeral. The coordinator will 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.

Is there an additional cost for the arranging funerals?

Normally if you keep up your monthly membership fees then the cost of a basic funeral will be paid by the SHMA. However, to protect the Association's funds and prevent abuse, The Association 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, we will not cover the cost of the funeral but will provide the basic funeral service. The Association will charge you the full cost of the funeral.

During the second six (6) months of your membership, we will cover only half (50%) of the cost of the funeral, but will provide the basic funeral service. The Association will charge you for the balance of the cost of the funeral

After twelve (12) months of continuous membership, the SHMA will cover the full cost of the funeral, i.e. the basic funeral service will be provided at no additional cost to you.

What are the limitations for the funeral service?

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

The SHMA will organise the ghusl and janazah prayer as part of the funeral service. The Association will also take care of the transportation of the body as required and provide you or your representative with ensuring that all necessary paperwork is completed.

Burials organised by the Association must take place at a cemetery that is approved by the Charity. A list of approved cemeteries can be obtained from the SHMA when required, by contacting us. If you require the burial to happen at different cemetery in the UK, the Association will try its best to make this happen. The Association however reserves the right to make an additional charge to cover any extra associated costs and may ask you or your representative's help in planning for the burial at that cemetery, e.g. providing contacts names and numbers for the cemetery, local mosques etc.

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

What if I need to make some additional requests for a funeral?

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 SHMA.

If the Association 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 Association at the time of the

request. Any such additional requests that the Charity agrees to provide may be subject to a separate agreement to be entered into with the SHMA.

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.

What if I change my address?

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

What if there is a life-changing event?

You must notify SHMA at the address shown at the end of this document in the event of a birth or adoption of a child. You should include the name of the new family member and their date of birth in the notification.

If a registered member of your family passes away, then you must notify the SHMA at the address shown at the end of this document. You should provide the name and the date of passing of your family member.

I have recently got married; how do I cover my partner?

If you are a single member and you get married, please contact the SHMA at the address shown at the end of this document. You will need to provide the name of your husband/wife and their date of birth. The Association will then upgrade your membership to a Family membership and your monthly payments will change accordingly. The Association will advise you of the new membership fee that will apply.

How do I cancel my membership?

You have 28 days from the date we send you your Welcome letter to decide if you do wish to continue your membership and that you do not wish to cancel. If you do decide to cancel your membership in this period, you must notify us in writing and, provided we receive your notification during that 28-day period, we will refund any money you may have paid.

After the initial 28-day period, if you wish to cancel your Membership, you may do so by notifying us in writing or simply ceasing your monthly payments. The SHMA will not refund any money you have paid. Your membership will cease from the 1st day of the month following the SHMA receiving notice of your cancellation, or after your final payment has been received.

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 agreement

Once we have confirmed your application to join the SHMA, the following documents all make up the Agreement:

- Your Application Form.
- Your Welcome Letter and the schedule contained within it.
- 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**” in respect of 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 Association. If you wish to make changes to your Membership, then this will only 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 (on your family’s behalf) 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 SHMA 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 Trustees 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 Muslim Association
169 London Road
Camberley
Surrey
GU15 3JS

Email: committee@shma-uk.org

The Surrey Heath Muslim Association is a registered charity in England No. 1126441. 169 London Road, Camberley, Surrey, GU15 3JS.