

DATED

WAQF CHARTER

relating to

THE WAQF FUND AT THE ISLAMIC BURIAL FOUNDATION

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1. DEFINITIONS

“**Beneficiary**” means the members of the Islamic Burial Foundation.

“**Contributions**” means the payments from the members as per their subscribed plans.

“**Fund**” means the Waqf fund which will own all monies in the Islamic Burial Foundation.

“**Ijarah**” means the leasing agreement.

“**Member**” means a person who subscribes to the membership of the fund by filling up the necessary documentation.

“**Operator**” means the managing director of the Waqf fund.

“**Participant**” means a member of the Waqf fund.

“**Seed amount**” means the monies given as cash Waqf.

“**Seed capital**” means the same as seed amount.

“**Shariah Advisor**” means an Islamic scholar who is an expert in the laws of Islamic social finance.

“**Tabarru**” means voluntary contributions made by the members to the Waqf fund,

“**Waqf fund**” means the company account in which the contributions from the members shall be credited into.

2. BACKGROUND

The Islamic Burial Foundation seeks to setup a fund to cover the costs of burial for its members. This will be structured based on a Cash Waqf fund.

The term Waqf refers to the nature of the seed capital used to establish the fund and the principles governing the structure.

To begin with, the operator is required to relinquish some kind of “seed” money as Waqf to create the Waqf. The Waqf fund shall thereafter work to extend benefits to its members strictly in accordance with the Waqf Charter.

All the expenses related to the underwriting and operational cost of the fund shall be charged to the *Waqf* fund. As managers, the operators will perform all functions necessary for the operations of the Waqf against a Wakala (agency) fee to be deducted from the contribution paid by the participants. Alternatively, the operators may receive a salary from the Waqf fund in accordance to the Waqf charter under an Ijarah agreement.

The contributions paid by the members will be Tabarru’ payments towards the Waqf. Contributors will be deemed members once starting a Tabarru’ policy plan. In addition, the Waqf will be the owner of the contributions and has the right to act as a legal entity and dealing with its surplus.

3. OBJECTIVES OF THE ISLAMIC BURIAL FOUNDATION WAQF FUND

3.1 The Islamic Burial foundation Waqf fund will provide burial plans and services to its members in accordance to Shariah principles with the oversight of a Shariah advisor.

3.2 The Waqf fund guarantees to cover the cost of the burial of its members; this includes:

- transportation of the deceased;
- preparation of the departed;
- allocation of the burial ground;
- and the arrangement of the deceased to be flown back to their homeland if requested.

3.3 The objectives of the Waqf fund can be altered, increased or decreased in future at the discretion of the Waqf operators in the best interests of the Waqf.

4. WAQF FORMATION

4.1 The Waqf fund is established with a Cash Waqf.

4.2 The Waqf fund will be executed by the document "Waqf Deed".

5. WAQF SEED CAPITAL

5.1 The seed capital is a nominal fee of £1. The ceded amount will form the Waqf. Any surplus to the seed capital will belong in the ownership of the Waqf and can be used to pay benefits to the participants, expenses and fees in managing the Waqf fund or anything else outlined within this agreement.

6. SERVICES OF THE WAQF FUND

6.1 The Islamic Burial Foundation's Waqf fund will provide the following services to its members:

- a. Immediate response at the time of death
- b. Collection and transportation of the deceased
- c. Arrangements to maintain privacy
- d. Ghusl (washing of the body) performed by a male if the deceased is male and female if the deceased is female
- e. Shrouding (Kafan)
- f. Casket (aviation standard, if required)
- g. Arrangement of grave and burial

- h. Transport to the Janaza Prayer at the Masjid of your choice
- i. Hearses and special ambulances
- j. Full administration
- k. Worldwide repatriation

6.2 None of members will be able to request any extras on top of what is already stated above, for example a concrete lined grave instead of an earth grave.

6.3 The services of the Waqf can be reduced, increased, altered, restricted or expanded as and when the Waqf operators see fit in the best interests of the Waqf.

6.4 It is not necessary that all of the services will be offered immediately. The services can be offered as and when possible at the discretion of the Waqf operators in the best interests of the Waqf.

6.5 The membership fees will be set by the operators and can change across the years.

7. FUNCTIONS OF THE WAQF FUND

7.1 The Waqf represents and warrants the following:

- a. It will receive payments and donations from its Members.
- b. It may operate one or more Islamic burial foundation funds.
- c. It will receive, process and settle claims as per the claim's processing guidelines.
- d. If it decides to invest, the monies will be invested in Shariah compliant instruments and products.
- e. It may create and fund different reserves as the operator and the Shariah Advisor deem appropriate.
- g. It will spend the fund monies in effecting the objectives of the Waqf.
- f. It will deliver the said services to members within the shortest possible time.

7.2 The Waqf fund will not grant pay-outs to the family of members.

7.3 In the event that the individual dies abroad, the Waqf fund will not pay towards the cost of repatriation but will handle responsibilities once body arrives back into the UK.

7.4 The Waqf fund will provide burial services through nominated funeral directors and companies which will be contracted by the Waqf operators.

7.5 The stated services of the Waqf can be reduced, increased, altered, restricted or expanded as and when the Waqf operators see fit in the best interests of the Waqf.

8. WAQF FUND OPERATORS

8.1 The Waqf fund will be managed by the Islamic Burial Foundation team.

8.2 The operator shall manage the Waqf funds prudently and efficiently under Shariah guidelines and as per the objectives of the Waqf.

8.3 The operator of the Waqf fund can change in future at the discretion of the Islamic Burial Foundation.

9. FUND PROPERTIES

9.1 The Waqf fund shall comprise of all or of the following:

- a. The seed capital granted as Waqf by the Waqif,
- b. The contributions received from the members by way of Tabarru' payments;
- c. Income or incomes derived from investments made by the Waqf;

9.2 Except for the seed amount (referred to as above), the remaining funds may all be utilised for offsetting the Funds liabilities and payments of benefits to the members of the fund.

10. ELIGIBILITY FOR THE BENEFITS

10.1 All members signing and registering online in accordance to the terms and policies mentioned on the Islamic Burial Foundation website shall be eligible for the specified benefits.

10.2 All the policies have a 12-month activation period, during this time the members are unable to make a claim for their full burial. However, they can claim for the service (casket, shroud, transportation) but the grave will be billed at cost. Once 12 months has passed (exactly a year after) they are able to make a claim for the full burial.

10.3 If the members health is to change, the membership price will not be altered as long as they gave accurate information regarding their health at the inception of the membership.

10.4 There is no end date to the membership as the rise of funeral costs will continue to rise so they will only be covered up until they stop paying.

10.5 The Waqf fund will still cover a funeral 30 days after the member stops paying if the family covers the missed payments.

10.6 Members are covered from a month to month basis as long as they continue to make their payment after the 12-month activation period.

10.7 The above clauses can all be changed, amended, increased or reduced in future at the discretion of the operators.

11. SERVICES FROM THE WAQF FUND

11.1 The Waqf fund undertakes to offer services to the Members of the Waqf fund.

11.2 To be a beneficiary of the Waqf fund, the members will need to sign up to a plan on the Islamic Burial Foundation website.

11.3 The Waqf fund will end its promise to serve a member if they leave the Islamic burial foundation.

11.4 In the event that the individual dies abroad, the Waqf fund will not pay towards the cost of repatriation but will handle responsibilities once the body arrives back into the UK.

11.5 The above clauses can all be changed, amended, increased or reduced in future at the discretion of the operators.

12. OPERATOR'S OBLIGATIONS

12.1 The operators shall design the policy plans of the Islamic Burial Foundation in accordance to the Waqf deed and Shariah principles.

12.2 The operators shall be entitled to appoint intermediaries to perform such functions necessary and incidental thereto.

12.3 The operator shall perform all functions necessary for the operations of the fund but not limited to:

- a. Receiving contributions from the participants
- b. Utilising these contributions for the benefits of all participants
- c. Acting as an operator of the Waqf fund to manage the funds in the best interests of the Waqf fund.
- d. To define, design, implement, manage, administer, control, govern and modify the scheme for the benefit of all members with the approval of the Shariah advisor.

12.4 The operator shall appoint a Shariah compliance auditor to conduct an annual audit of the scheme.

12.5 The operator shall arrange infrastructure and other facilities for the operations of the Islamic Burial Foundation and therefore acquire fixed and other assets if required.

12.6 The above clauses can all be changed, amended, increased or reduced in future at the discretion of the operators.

13. OPERATOR'S RIGHTS

13.1 The operators of the fund will be entitled to consideration for the management of the fund.

13.2 All expenses related to the running and managing of the Waqf fund will be paid from the monies in the fund.

13.3 The consideration for the operators may either be in the form of a fixed and defined lumpsum amount or a fixed percentage of contributions received by the Waqf.

13.4 The operator can deduct the consideration upfront.

13.5 The operators have the right to determine the rate of the contributions which are subject to change.

13.6 Notwithstanding anything contained above, the operator shall have all such rights as may be deemed necessary.

13.7 The above clauses can all be changed, amended, increased or reduced in future at the discretion of the operators.

14. DISSOLUTION

14.1 If the Islamic Burial Foundation is dissolved, the operator shall be entitled to recover all related expenses from the Waqf at the time of its liquidation.

14.2 The Waqf capital will be moved to another Waqf entity or charity at the discretion of the operators.

15. INVESTMENTS

15.1 The proceeds of the Waqf may be invested in the interests of the Waqf at the discretion of the Waqf operators.

16. APPOINTMENT OF SHARIAH ADVISOR

16.1 The Islamic Burial Foundation will always have a Shariah advisor to oversee the operations of the foundation.

16.2 Any change to the agreement, policy, contracts, structure, framework must be reviewed and approved by the Shariah advisor.

16.3 A Shariah advisor will perform an audit at least once a year.

17. RESERVES

17.1 A reserve and buffer from the Waqf proceeds can be maintained at the discretion of the operators.

17.2 The Waqf proceeds may be invested or utilised in the best interests of the Waqf to create a reserve.

17.3 The operators have the right and discretion to develop a reserve in a manner they deem most appropriate in the interests of the Waqf.

18. POWER TO MAKE RULES

18.1 The operators shall be and are hereby empowered to make rules to effect the implementation of this Waqf Charter and the objectives of the Waqf within the framework of this Charter.

19. FUTURE AMENDMENTS

20.1 Notwithstanding the irrevocability of this Waqf, the operator shall be empowered to execute supplementary deeds deemed necessary for legal and operational reasons. However, all such deeds shall be executed with the approval of the Shariah advisor.

20.2 The operator shall have the right to modify, change, add, subtract these terms as and when required with due approval of the Shariah advisor.

APPENDIX: SHARIAH PRINCIPLES

- وَقَالَ ابْنُ رُشْدٍ: الْأُحْبَاسُ سُنَّةٌ قَائِمَةٌ عَمِلَ بِهَا رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ وَالْمُسْلِمُونَ مِنْ بَعْدِهِ (منح الجليل)
- وَنَصُّ الْوَاقِفِ كَنْصِ الشَّارِعِ (تبيين الحقائق)
- (و) كَمَا صَحَّ أَيْضًا وَقَفُ كُلِّ (مَنْفُوعٍ) فَصَدًّا (فِيهِ تَعَامُلٌ) لِلنَّاسِ (كَفَأْسٍ وَقُدُومٍ) بَلْ (وَدَرَاهِمَ وَدَنَانِيرَ) . (الدر المختار)
- للوقف ذمة مالية مستقلة تجعله أهلاً للإلزام والالتزام، وهي منفصلة عن شخصية من يديره (المعيار الشرعي للوقف من المعايير الشرعية لأيوبي)
- لا يشترط أن يكون الموقوف عليه موجوداً وقت الوقف (المعيار الشرعي للوقف من المعايير الشرعية لأيوبي)
- **توثيق الوقف:**
 - 1/5/2 ينبغي توثيق الوقف بالوسائل النظامية حفظاً للوقف وحمايةً له من الضياع والاعتداء.
 - 2/5/2 يوثق الوقف بالكتابة النظامية التي تحررها جهة مختصة، كما يوثق بالكتابة العادية. وفي جميع الأحوال ينبغي الإفادة من وسائل الإثبات القانونية المعاصرة بما يحمي الوقف.
 - 3/5/2 ينبغي أن تتكون وثيقة الوقف من الاستهلال، والسبب الداعي للوقف، واسم الواقف مع ما يثبت صفته وأهليته وملكيته، وتعيين محل الوقف ووصفه وصفاً نافياً للجهالة، ومصارف الوقف، وشروطه، وتحديد الناظر ومهامه، وأجرته، والخاتمة، وتوقيع الواقف.
 - 4/5/2 تعد وثيقة الوقف مستنداً لإثبات الوقف وحمايته وحفظه، وضمان اكتمال أركان الوقف وشروطه، وتحقيق مقصود الواقف من الوقف، وقطع المنازعات على الوقف (المعيار الشرعي للوقف من المعايير الشرعية لأيوبي)

● وقف النقود

- 1/3/6/2 يجوز وقف النقود، ويكون الانتفاع بها بما لا يؤدي إلى استهلاكها، مثل: الإقراض المشروع أو باستثمارها بالطرق المشروعة. ومن ذلك وقف النقود في الحسابات الجارية، وأوعية الوقف الجماعي كتأسيس الصناديق الوقفية التي يكون الغرض منها جمع الأموال وتنميتها وإقراضها.
- 2/3/6/2 إذا استثمرت النقود الموقوفة، فاشترت بها أصول فإن تلك الأصول لا تكون وفقاً بعينها مكان النقد، ويجوز بيعها للاستثمار الأكثر مصلحاً للوقف، ويكون الأصل الموقوف هو المبلغ النقدي.
- 3/3/6/2 يعد النقد المسمى وقت الوقف هو الأصل الموقوف، ولا أثر لتغير القوة الشرائية على قيمة الأصول النقدية الموقوفة (المعيار الشرعي للوقف من المعايير الشرعية لأيوبي)

● الشروط في الوقف

- 1/7/2 للواقف اشتراط كل ما لا يخالف الأحكام الشرعية في شؤون وقفه، وبما لا يخل أحكام الوقف أو يؤثر في أصله، ويجب العمل بشرطه، ويراعى في فهم شروط كل واقف ما عليه العرف في زمانه ومكانه.
- 2/7/2 للواقف أن يشترط انتفاعه أو ورثته بالوقف مدة حياته أو مدة معلومة، أو الإنفاق منه على نفسه أو ورثته، أو قضاء ديونه.
- 3/7/2 للواقف أن يشترط أن يصرف من ريع الوقف الخيري على من افتقر من ذريته ثم يستمر صرف الربح في الخيرات.
- 4/7/2 يبطل الشرط المشتمل على ما هو محرم شرعاً، أو الشرط الذي يخل بالوقف أو يؤثر في أصله أو يتعذر تنفيذه، فيبطل الشرط ويصح الوقف بدونه، مثل اشتراط عدم الاستبدال مطلقاً، أو عدم عزل الناظر مهما كان السبب، كما يبطل الشرط الذي يؤدي إلى تعطيل مصلحة الوقف أو الإخلال بالانتفاع به مثل اشتراط البدء دائماً بالمستحقين ولو كان الوقف محتاجاً للصيانة والترميم.
- 5/7/2 إذا اشترط الواقف انتفاع الموقوف عليه بالوقف بالسكنى جاز انتفاعه به بنفسه أو بغيره وله أجرته مالم يشترط الواقف أن يكون انتفاع الموقوف عليه بالسكنى بنفسه فقط دون تأجيله، وكذلك العكس.
- 6/7/2 للواقف أن يشترط لنفسه في وقفه تعديل شروط الوقف بما لا يخل بأصل الوقف (المعيار الشرعي للوقف من المعايير الشرعية لأيوبي)

- **أجرة الناظر**
- 1/9/3 يستحق الناظر أجره على نظارته ما لم يتنازل عن ذلك، والأولى دفعاً للنزاع النص على أجره الناظر، صرف من غلة الوقف.
- 2/9/3 إذا عين الواقف مقدار أجره الناظر فتصرف حسب تعيينه، وإن لم يعينها الواقف؛ فيستحق حينئذ أجره متناسب مع عمله.
- 3/9/3 يجوز أن تكون أجره الناظر مبلغاً محدداً أو نسبة من الربح.
- 4/9/3 يعاد النظر في تحديد أجره الناظر عند الحاجة.
- 5/9/3 إذا كان إجمالي الربح أقل من أجره الناظر؛ قدمت الصيانة وما في حكمها من المصروفات الضرورية لاستمرار الوقف، ويكون المتبقي من الأجرة ديناً على الوقف (المعيار الشرعي للوقف من المعايير الشرعية لأيوبي)

• **صيانة الوقف:**

- 1/1/4 يقدم ما يحتاجه الوقف من صيانة أو ترميم على غيره من المصارف، مع مراعاة مواعيد أعمال الصيانة بحسب درجتها ودورتها. ولا تحتاج الصيانة وعمارة المتهدم من أعيان الوقف إلى نص الواقف عليها.
- 2/1/4 يجوز تخصيص مبلغ سنوي من غلة الوقف لأغراض الصيانة والترميم، ولو لم يشترط الواقف ذلك، وعند استثمار المخصص فيكون بصيغ سهلة التسييل، ويضم ربح الاستثمار للمبلغ المخصص، ولا حق للمستحقين فيه إلا عند الاستغناء عن جزء منه (المعيار الشرعي للوقف من المعايير الشرعية لأيوبي)

• **مصارف الوقف:**

- لا تنحصر مصارف الوقف المباحة في مجال معين، وهي متنوعة بحسب الزمان والمكان والحال.
- 2/5 يتعين صرف ربح الوقف فيما حدده الواقف.
- 3/5 لا يجوز تغيير مصرف نص عليه الواقف إلا عند الضرورة بعد موافقة الجهة المختصة.
- 4/5 ما فضل من الربح بعد حوائج الوقف الأساسية ومصارفه المحددة من قبل الواقف، فإما أن يستثمر لمصلحة الوقف، أو يصرف في أوجه الخير المشابهة لشرط الواقف إن وجدت، وإلا فيصرف في وجوه الخير العامة (المعيار الشرعي للوقف من المعايير الشرعية لأيوبي)

• انقطاع الوقف :

إذا انقطعت الجهة الموقوف عليها (واحدة كانت أم أكثر) فإن الوقف ينصرف إلى وجوه الخير العامة (المعيار الشرعي للوقف من المعايير الشرعية لأيوفي)