AWQAF NEW ZEALAND · RESEARCH SERIES

Research paper · English translation

Towards an International Framework for the Terms and Conditions of Qurbani Services

Towards a Qurbani System That Protects Rights, Upholds Halalan Tayyiban and Maqasid al-Shariah, and Supports Responsible Resource Use

The Rights of Offerors, Implementing Organisations, Animals, Beneficiaries, Workers, Society and the Environment



8 November 2026 · Version 1.0 · English translation · DOI: 10.5281/zenodo.24042729 · Research paper, not peer reviewed

Publication Metadata

Nature and Limitations of the Paper

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Prepared and coordinated by **Awqaf New Zealand**. This is an independent research paper open to criticism; it does not depend on the participation or approval of any other institution. Publications from various institutions may be used as comparative sources without implying their endorsement of the findings.

This paper is neither a ready-to-use contract setting out terms and conditions for Qurbani services, nor an approved international standard, a fatwa or legal opinion, or a declaration that any particular organisation complies with requirements. Version 1.0 was published on Zenodo on 8 November 2026 and has not been peer reviewed.

Status of this paper: a research paper open to critique, published as Version 1.0 on 8 November 2026. It is not peer reviewed. The Arabic edition is the original and the principal reference for this paper; this English edition is its full translation. Where meanings differ, the Arabic text governs.

Suggested citation

Benyounis, H. (2026). *Towards an International Framework for the Terms and Conditions of Qurbani Services* (Version 1.0). Awqaf New Zealand. Zenodo. https://doi.org/10.5281/zenodo.24042729

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Abstract

This research paper proposes an international, non-binding framework for the terms and conditions of Qurbani services as a basis for governing an integrated system that protects the rights of offerors, service organisations, beneficiaries and workers, while addressing animal welfare, food safety, public health, the environment and responsible management of resources. Its values-based vision draws on halalan tayyiban and maqasid al-Shariah, while distinguishing Shariah obligations, contractual rights, legal duties and public interests that require different protective mechanisms. It does not reduce Qurbani to

slaughter and meat distribution; rather, it follows responsibilities from advertising, contracting and procurement through processing, distribution, management of associated products and proof of completion. The paper emphasises protecting the privacy of offerors and beneficiaries and rejects making the photographing of people in need while receiving meat a condition of assistance, while allowing documentation and verification without revealing their identities.

An exploratory review of an initial register containing 29 entries of published material, ranging from contracts and frequently asked questions to campaign pages and guidance, identifies matters warranting comparison concerning agency, pricing, cancellation, distribution and documentation. This sample is neither a judgement on the industry as a whole nor evidence that existing standards are absent. The paper proposes a multilayered model linking rights to verifiable duties and making offeror awareness, public accountability and open scholarly criticism part of the improvement process. It also examines the potential connection with the Awqaf industry, such that no resource or proceeds may be transferred to a waqf until ownership, authorisation, permissibility, safety and feasibility have been established. This is a research draft, not an effective contract, an approved standard or a fatwa.

Research paper · Research version for publication

1. Background and Research Rationale

Awqaf New Zealand's interest in this subject arose from its research into maximising the lawful use of resources within the Qurbani system, including wool, hides and other associated products, while preserving the purposes of the religious observance, the rights of the parties, and Shariah, legal and

environmental requirements. This system reveals an interrelationship between contracting, animal care, processing, distribution, documentation and management of remaining resources.

The economic value of the global Qurbani system appears substantial. However, within the sources relied upon for this paper, no unified and reliable international database is available that would allow its total value to be determined on a comparable basis. Pakistan illustrates both the scale of activity and the challenges of measurement: a 2024 report estimated the value of Qurbani activity in Pakistan in 2023 at US$2.28 billion, approximately US$2.3 billion. A study published by the Pakistan Institute of Development Economics also estimated Qurbani-related economic activities in Pakistan in 2024 at approximately PKR 839.2 billion. The scope and reference year of these two estimates differ; they must not be added together or extrapolated globally.

These indicators support the importance of research into contractual clarity, trust, animal welfare, supply chains, proof of service performance and rights to dispose of associated products. They do not, in themselves, establish specific losses or demonstrate that any proposed model can recover a particular economic value. The objective here is to connect existing rules with disclosure and documentation mechanisms that can be examined, rather than to replace those rules.

The research problem is that responsibilities within the system are distributed across parties and sectors that may not all appear in a single document: the offeror, the organisation receiving the order, the supplier, the carrier, the slaughterhouse, the worker, the beneficiary, and environmental and regulatory authorities. Completion of slaughter alone is therefore insufficient evidence that all contractual, health, environmental and financial responsibilities have been fulfilled.

The principle of “halalan tayyiban” is presented as a values-based approach combining the permissibility of an act, its safety and its beneficial effects, while maqasid al-Shariah provides a framework for analysing interests and preventing harm. This does not mean that every modern regulatory detail is expressly prescribed in the verse, or that different rights have identical legal or jurisprudential foundations. The basis of each obligation and its scope of application should instead be specified.

Research paper · Research version for publication

2. Research Questions and Method

The study centres on the following questions: What contractual and service models are evident in published Qurbani materials? What minimum information should be disclosed before a customer pays or grants authorisation? How are cancellation, inability to perform, substitution, timing and proof of completion explained? How are ownership of the animal's associated products and authorised uses determined? Which elements are common internationally, and which require Shariah or legal review specific to each country?

The exploratory work relies on a preliminary, selectively compiled register of 29 published entries from Canada, the United States, the United Kingdom, Australia, France, Germany, some Gulf states, Egypt and Singapore. The register is neither a comprehensive statistical sample nor a legal audit of the institutions included. The next stage must retain dated texts, identify clause locations, classify source types, and verify translations and versions before any final comparison is undertaken.

3. Preliminary Comparative Observations

The exploratory review identifies areas warranting comparison, rather than making judgements about institutional compliance or the superiority of one institution over another. Service descriptions may differ between donation, agency, voucher and paid service. Order deadlines, the extent of choice of performance location, substitution and refund policies, methods of proving completion, and the treatment of hides, wool and associated products may also vary.

A rigorous comparison requires analysis of the actual wording of each clause, its effective date, the contracting entity and non-waivable legal rights. An information page or an answer to a frequently asked question must not be confused with an enforceable contractual term.

Preliminary Matrix of Comparative Topics

Topic	Area of Variation or Research Question	Proposed Common Response
Nature of the service	Descriptions may vary between donation, agency, voucher and paid service	Identify the parties, agency arrangement, deliverables and legal nature of the payment
Order procedures	Variation in deadlines, acceptance and payment	State the point of acceptance, year and deadlines, and provide status updates
Qurbani performance	Domestic or overseas performance and destination options	Explain the limits of destination selection, substitution and proof
Handling customer complaints	Variation in descriptions of cancellation and refunds	Stage-specific rules that do not diminish mandatory local rights
Associated products	Variation in the treatment of hides and wool	Document ownership, authorisation, accounting and the Shariah ruling
Reporting	Individual certificates, photographs or aggregated reports	Promise only evidence that can be verified and provided

Proposed conceptual framework · For scholarly discussion

4. Protected Rights and Interests: Nine Interconnected Dimensions

The proposal rests on nine connected dimensions encompassing direct rights-holders, protected public interests and operational duties. Their classification in a single diagram must not be understood to mean that they are rights of identical legal character: personal and contractual rights differ from duties concerning animal care and the protection of public health and the environment.

1. The offeror

Clarity concerning authorisation, intention, price, choices, information, proof of performance, and avenues for complaints and compensation where due.

2. Service organisations

Define authority and obligations, fair costs, limits of liability, supplier contracts, and the rights of workers and contractors.

3. The animal

Care, feeding, health, transport, handling and slaughter in accordance with Shariah, veterinary and animal welfare requirements.

4. Beneficiaries

Dignity and fairness in selection, food safety, appropriate distribution and clear eligibility criteria.

5. Workers

Occupational health and safety, training, protective equipment, employment rights and procedures for reporting hazards.

6. Food safety

Inspection, hygiene, refrigeration, transport, traceability and recall of unsafe products where necessary.

7. Public health and safety

Prevent the transmission of infection, contamination, injuries and harm to neighbours and the community.

8. The environment

Protect water, soil and air, and control effluent, emissions and waste in accordance with the law and operational capacity.

9. Resource stewardship

Determine ownership, authorisation, sorting, processing, permissible use, costs, proceeds and documentation.

> Proposed rule: performance of the religious rite alone is not a substitute for proving fulfilment of the other rights and duties throughout the Qurbani chain. At the same time, an institution must not be burdened with obligations it has neither undertaken nor is required to fulfil by law or the applicable Shariah ruling; responsibilities must therefore be stated precisely.

Governing principle · Privacy and human dignity

Protecting Offeror and Beneficiary Privacy and Preventing Degrading Photography

Safeguarding the privacy of offerors, beneficiaries and workers forms part of protecting rights and human dignity, and relates to maqasid al-Shariah in preserving interests and preventing harm. Transparency does not mean revealing beneficiaries' names, faces or socioeconomic circumstances; rather, it means enabling the competent authorities and the offeror to verify service performance through appropriate and proportionate evidence.

Offeror privacy

The offeror's identifying details, contact information, payment information, order and authorisation details, and reports must be protected. The offeror must be informed of the reason for collecting the data, the basis for processing it, the parties that may access it, the retention period and the means of exercising rights under applicable law, without assuming that consent alone provides a valid basis for every processing activity.

Beneficiary privacy and dignity

The default is not to photograph the faces of beneficiaries or their families while they receive Qurbani meat, or to publish their names, places of residence or circumstances of need for publicity or fundraising. Photography or media appearances must not be made a condition of assistance, and refusing photography must not affect eligibility or future opportunities for support. Images of children and at-risk groups require stricter safeguards; formal consent is insufficient if affected by pressure, fear or embarrassment.

Where a specific necessity calls for lawful photography, its purpose must be defined in advance, the need to reveal identity assessed, appropriate consent or legal bases obtained, the data captured minimised, and arrangements specified for access, storage and deletion. Alternatives that do not reveal identity are preferred.

> **Proposed principle: the beneficiary's dignity comes before the photograph.** The offeror has a right to reassurance that the Qurbani has reached its destination, and the beneficiary has a right to receive it with dignity, without being asked to demonstrate need before a camera. Assistance is not conditional on photography, and transparency does not require disclosure of the identity of a person in need.

Responsible documentation and digital governance

Completion can be demonstrated through performance and delivery records, quantities and general locations, aggregated or anonymised reports, independent review, and non-identifying photography where necessary. Photography and privacy controls must extend to employees, volunteers, contractors and local partners, including the use of personal phones and social media.

Digital tools can improve the monitoring of orders, authorisations, payments, distribution and resource management, but their use does not in itself establish compliance. Access permissions must be controlled, data protected in storage and transit, international transfers assessed, data minimised, and policies established for retention, deletion and incident response. Personal or sensitive data concerning offerors, beneficiaries or workers must not be entered into public artificial intelligence tools not authorised to process it. Any processing through a cloud platform, including Google Workspace or nonprofit programmes, is subject to verification of the terms of service, technical safeguards and relevant local laws.

It is proposed that these controls be incorporated into the framework's common elements and then detailed in local legal appendices, because rules on privacy, photography, consent and international transfers differ by jurisdiction.

Proposed conceptual framework · For scholarly discussion

5. Offeror Awareness, Informed Participation and Accountability

Building a responsible Qurbani industry depends on offeror awareness, an understanding of the nature of the requested service, and the ability to demand transparency and fulfilment of obligations from implementing organisations. The offeror is more than the person making a payment: the offeror has a religious intention and is a party to an authorisation or contractual relationship whose terms should be clear before acceptance.

The effects of the offeror's choice extend through a chain beginning with advertising, pricing and receipt of the order, followed by procurement, care, transport, slaughter and processing of the animal and distribution of its meat, and ending with documentation and lawful management of its associated resources. The more readily information is available in understandable language, the better the offeror can ask: Who is responsible? Where and when will the Qurbani be performed? What limits apply to changing the location or animal? How will the meat reach beneficiaries? What will happen to hides, wool and waste? How will I receive confirmation of completion or make a complaint?

Awareness does not transfer responsibility for compliance from the institution to the individual. Institutions remain responsible for their Shariah, legal and operational obligations even if the offeror does not ask about them. Informed demand can, however, encourage clearer disclosure and improved procedures, making terms and conditions an accountability mechanism rather than a formality accepted without understanding.

Accordingly, the paper proposes that public education and accessible disclosure become a principle spanning all nine rights dimensions, and that a simple checklist of questions be developed for any offeror to use before

commissioning an organisation to perform Qurbani. Awareness materials must take account of language, culture and accessibility and must not replace approved contractual texts.

Proposed conceptual framework · For scholarly discussion

6. The Complete Qurbani Chain: From Authorisation to Closure

The framework must cover the entire service chain, including parties collecting payments, acting under agency arrangements or supplying animals, rather than slaughterhouses alone. At each stage, it is proposed that the rights-holder, obligated party, nature of the obligation, evidence required and corrective mechanism be identified.

Stage	Minimum Governance Topics	Examples of Evidence
Advertising and contracting	Organisation's identity, nature of the authorisation, price, service location, and rights concerning changes and cancellation	Dated copy of the terms, evidence of consent and order receipt
Purchase, rearing and transport	Animal eligibility, care and veterinary provision, responsible sourcing and safe transport	Supplier, inspection and transport records
Slaughter and processing	Shariah and veterinary requirements, animal welfare, and worker and meat safety	Performance, inspection and refrigeration records
Distribution	Eligibility, dignity, safety, timing and management of failures	Appropriate evidence of delivery that protects privacy
Associated resources	Ownership, authorisation, classification, safety, use or safe disposal	Records of weight, transfer, processing and proceeds
Closure and accountability	Confirmation of completion, complaints, review and corrective action	Completion report, financial reconciliation and complaints register

Research paper · Research version for publication

Proposed Structure of the International Framework

The proposed research structure consists of three complementary layers: a common layer for Qurbani services, a Shariah governance appendix, and legal appendices specific to each jurisdiction. This separation allows clear, reusable language to be developed without assuming uniform fatwas, laws or responsibilities across countries.

Research paper · Research version for publication

Layer One: Common Elements of Qurbani Services

These include basic definitions of Qurbani, the customer or principal, the agent, the supplier, the beneficiary, the service year, and the location and proof of performance. Pre-contractual disclosure is proposed concerning the responsible organisation, price components, animal eligibility, time and place, distribution and the limits of possible changes.

Operational controls include supplier verification, animal welfare, slaughter in accordance with relevant requirements, traceability, contingency plans and completion reporting. Customer protection requires understandable terms covering complaints, correction, changes, refunds and inability to perform, while respecting mandatory legal rights. Personal data must be collected, retained and shared across borders for specified purposes and under auditable rules.

Research paper · Research version for publication

Layer Two: Shariah Governance Appendix

It is proposed that each Shariah issue be documented together with the relevant evidence, the body qualified to review it, the ruling and its scope, conditions and effective date, and its implications for drafting the clause. Matters requiring determination include agency, species and fractional shares, slaughter times, distribution, disposal of associated products, ownership and allocation of proceeds.

This paper does not assume a uniform ruling on disputed matters or offer a fatwa on a particular contract. The text proposed for research must be distinguished from text that has actually undergone qualified Shariah review.

Research paper · Research version for publication

Layer Three: Local Legal Appendices

Separate appendices are to be prepared for Canada, Australia, New Zealand and the relevant European countries, identifying the contracting entity and addressing consumer protection, charity and tax rules, privacy, advertising and dispute handling. Common wording does not replace local legal advice or the approval of the institution that will use it.

Research paper · Research version for publication

Proposed Model Clause Headings

The following headings are a tool for organising research and review, rather than contractual texts ready for signature or publication as effective terms.

Any operational drafting must be preceded by Shariah and legal review and verification that promises made to customers can be fulfilled.

Clause	Proposed Minimum Subject Matter
A. Identity and authority	Contracting entity, customer authorisation, agents and subcontractors
B. Qurbani specifications	Animal and shares, animal welfare, Shariah supervision, timing and location
C. Ordering and payment	Acceptance, price breakdown, currency, instalments and confirmation
D. Changes and refunds	Substitution, cancellation, inability to perform and legal rights
E. Performance and proof	Supplier records, confirmation of slaughter and distribution, and complaints
F. Resource use	Rights in hides, wool and associated products, authorisation, valuation, proceeds and audit
G. Privacy and communication	Personal data, visual materials, retention and cross-border transfers
H. Legal appendix	Local law, notices, regulatory authority and dispute resolution methods

Research paper · Research version for publication

Responsible Resource Use and Its Connection with the Awqaf Industry: A Rights-Based Foundation

Research into untapped value from Qurbani provides a bridge between seasonal operations, social development and research into the Awqaf industry. It may, however, create conflicts if an organisation assumes a right to dispose of wool, hides or other materials without identifying the owner, the limits of authorisation, or Shariah and legal conditions.

The proposed disclosure should identify resources that may arise, who owns them, which dealings are authorised, how revenues and costs are assessed, where proceeds, if any, are recorded, and what the customer is told. This paper does not confer authority to dispose of resources or claim that revenues or operational benefits have been achieved. Protecting the religious observance, beneficiaries' rights and animal welfare, and complying with the law remain prerequisites to any claim of economic efficiency.

Proposed conceptual framework · For scholarly discussion

Food Safety, Public Health, and Product and Waste Management

Uncontrolled handling of blood, offal, hides, bones, wash water and other organic materials can create risks involving contamination, disease, odours, insects, and the safety of workers and neighbours. Food-grade products must be distinguished from materials that may be recovered for industrial use subject to conditions, and from waste requiring treatment or safe disposal. Not every residue may be described as marketable “waste”.

The framework proposes the following decision sequence: **Identify the material and its source → Verify safety, permissibility and ownership → Assess the route for use or treatment → Calculate costs and risks → Document and monitor**. Where these considerations conflict, the safety of people, animals and the environment, and established rights, take precedence over financial returns.

Risk	Affected Parties	Proposed Control
Meat spoilage or interruption of refrigeration	Beneficiaries and consumers	Inspection, cold chain and traceability
Exposed organic waste	Workers and residents	Safe collection, protective measures and approved disposal
Discharge of blood and contaminated water	Water, soil and public health	Effluent management, treatment and monitoring
Hides and bones stored without controls	Workers, the environment and neighbours	Classification, storage, transport and processing

Proposed conceptual framework · For scholarly discussion

From Qurbani Resources to Opportunities for the Awqaf Industry

The Awqaf industry can contribute to research and development and to building partnerships, technologies and vocational capabilities that turn some

abandoned or unused resources into beneficial value, potentially including sustainable waqf revenues supporting social and economic development. This connection is a foundational premise of Awqaf New Zealand's research, rather than a proven operational outcome in every country or facility.

However, the relationship between the Qurbani industry and the Awqaf industry does not entail an automatic transfer of ownership or proceeds. An institution's entitlement to hides, wool or their sale price must not be assumed, nor may it be assumed that every form of sale or transfer of proceeds to a waqf is permissible under Shariah. Ownership, authorisation, beneficiaries' rights, Shariah and legal requirements, and environmental and economic feasibility must be examined, and any decision by the competent body documented.

The paper proposes that the role of Awqaf at this stage should be to **enable a safe, responsible and traceable system**, followed by examining appropriate financing, investment and waqf instruments for resources that may permissibly be disposed of. Development is thereby built on protecting rights rather than overriding them in the name of maximising use.

Proposed conceptual framework · For scholarly discussion

From Research to Awareness: The Awqaf Animal Family

Publishing a research paper or model terms and conditions is not enough to ensure that the public understands its rights. This is the rationale for the **Awqaf Animal Family** initiative being developed by Awqaf New Zealand as a practical example of translating research findings into accessible educational messages and multilingual short stories.

The initiative comprises 36 animal characters associated with different countries, presenting accessible knowledge about each animal and its country, animal welfare, food safety, environmental protection, responsible resource use, and the importance of offerors asking about service terms and transparency in performance. Recurring characters allow a familiar educational identity to develop without being tied to a specific human ethnic representation.

Children's content, which focuses on compassion, cleanliness, avoiding waste and respect, must be distinguished from adult materials explaining authorisation, contractual rights, traceability and complaints. Educational content must also be reviewed for age, language and subject matter, and animation must not be presented as a substitute for a fatwa, legal text or approved terms. No Qurbani operator is required to adopt this particular initiative; the generalisable principle is **clear, understandable public education**.

For further information: One Family, Many Languages, Awqaf New Zealand.

Proposed conceptual framework · For scholarly discussion

Open Publication, Constructive Criticism and Continuous Improvement

This paper is made available to researchers, offerors, service organisations, Islamic jurists, legal professionals, specialists in food safety, veterinary medicine, the environment and public health, and others for independent examination, correction and further contribution. Awqaf New Zealand welcomes constructive criticism, contrary evidence and operational

experience: scholarly criticism is a means of strengthening the framework, rather than a requirement to obtain prior institutional endorsement.

Neither open publication, the assignment of a DOI nor the selection of a Creative Commons licence should be understood as academic, Shariah or legal approval. This paper remains a research proposal open to development, while any contract used by an organisation in a particular country is subject to its own Shariah, legal and operational review. A public register of versions, amendments and substantive corrections is proposed, while respecting the rights in external sources.

Research paper · Research version for publication

A Practical Pathway for Applying the Research

Interested institutions may independently use the published evidence register, comparisons and tools without this implying a contractual partnership, reciprocal authorisation or joint liability to customers. Testing any local appendix remains the responsibility of the organisation choosing to use it, within its remit and subject to its reviews.

No operational deadline, including preparations for the 2027 season, should become a justification for declaring an incomplete international standard. Research and publication tools can be completed first, followed by local testing of disclosures and models before any institutional adoption.

Research paper · Research version for publication

Research Limitations and Safeguards

The initial register combines contractual terms, frequently asked questions pages, campaigns and guidance; these must not be combined into one category when assessing legal effect. An organisation's publication of its terms does not establish their legal validity, enforceability or Shariah approval. Neither the superiority of a national approach nor uniformity of practice may be inferred from this sample.

Links, access dates, translations, archived versions and original wording must be verified clause by clause. Conclusions must be presented with explicit confidence levels, and direct observation distinguished from interpretation and proposal. No institution may be credited with endorsement or participation merely because its published materials are cited.

Research paper · Research version for publication

Transition Plan from Exploratory Draft to Comparative Research

The next stage begins with an evidence matrix for each clause, including the source's name and country and the location, date and classification of the text. Existing standards relevant to Qurbani, halal, services and consumer protection will then be examined to avoid reproducing matters already regulated. A minimum disclosure checklist and illustrative examples separate from effective contracts will subsequently be drafted.

The research material will be opened to independent academic, technical, Shariah and legal criticism, with objections and amendments documented. Local appendices will be developed separately, and no legal or Shariah

conformity will be announced until specialist review has taken place. Publication of the research paper does not depend on the endorsement or approval of sister Awqaf institutions.

Research paper · Research version for publication

Open Publication and Version Control

The paper is presented as research open to review and development, rather than an approved standard. A record of versions and corrections will be maintained, and whether the text is a draft or a published version will be stated. Version 1.0 is published on Zenodo under the digital identifier 10.5281/zenodo.24042729. The assignment of a DOI does not imply scholarly peer review.

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Research paper · Research version for publication

Conclusion

This paper calls for a transition from fragmented disclosure practices towards a shared research language that helps examine the contractual relationship, customer rights, Shariah governance, documentation and responsible management of Qurbani resources. It does not assume that complete harmonisation is possible or desirable: the intended benefit is to identify what can be shared and what must remain subject to local review.

The value of open publication lies in enabling researchers and institutions to test assumptions, correct errors and develop evidence, rather than claiming that this paper has become an international standard or obtained external approval.

Research appendix · Unapproved model wording

Appendix (A): Proposed Draft Terms and Conditions for a Qurbani Performance Contract in Legal Form

This text is an adaptable, non-binding research model, not an effective contract, a fatwa or terms approved for use with the public. It must be completed after the actual contracting model has been determined and reviewed by the competent fatwa authority and each institution's local legal adviser. It must not be used in its present form to accept orders.

1. Parties and Contract Particulars

This contract is entered into on [date] between [legal entity name, registration number and address], referred to as the “Implementing Organisation”, and [offeror's name and contact details], referred to as the “Offeror”. The order schedule must specify the country in which the service is provided, the place of performance, the currency, and the particulars of the actual service provider if different from the contracting entity. Sister institutions do not become parties to the contract merely through cooperation or the exchange of expertise.

2. Nature of the Contract and Authorisation

The Offeror authorises the Implementing Organisation, within the limits set out in this contract and the order, to take the steps necessary to purchase or allocate the Qurbani animal and perform and distribute the Qurbani in accordance with the contractual model approved under Shariah and law in the relevant jurisdiction. The local appendix must specify whether the Organisation acts as an agent, a service provider or in another capacity, and when ownership transfers or the agency relationship arises. These matters must not be assumed by implication.

3. Description of the Service and Qurbani

The order form must specify the animal species or share, eligibility, health and age criteria under the approved Shariah rulings, the country or geographical scope of performance, the Qurbani season and year of performance, the type of distribution and any additional services. A material element must not be changed without the necessary contractual basis or consent required by law and Shariah controls.

4. Pre-contractual Information

The Organisation must make the terms available in clear, understandable language before payment, stating the total price, fees, nature of the service, limits of any guarantee, performance dates, cancellation and refund policy, contact and complaints channels, and parties involved in performance. The Offeror must be able to retain a copy of the terms and order confirmation.

5. Price, Payment Methods, Instalments and Inability to Complete Payment

Payment of the Qurbani service price by instalments may be agreed under a schedule and deadlines disclosed to the Offeror before the contract is concluded, subject to applicable Shariah and legal requirements. If the Offeror is unable to complete the instalments before the scheduled Qurbani performance date, payments already made must not automatically be treated as a general donation or sadaqah, redirected to another purpose, or carried forward to a later season. The mechanism for handling payments already made, including refunds, actual documented administrative expenses, or any alternative arrangement to which the Offeror gives express and informed consent, must be determined in accordance with the contract and applicable regulations, and after the relevant controls have been approved by the competent Shariah authority.

Issue pending Shariah review: the competent Shariah committee must consider the jurisprudential characterisation of a Qurbani contract paid by instalments, the rules governing inability to complete payment, the permissibility of deducting administrative expenses, and the controls governing refunds, carry-forward or redirection of payments to another charitable purpose. The options mentioned do not constitute approved Shariah rulings merely because they appear in this research draft.

6. Order Acceptance and Performance Dates

Submission of an order alone does not constitute proof that the Qurbani has been performed. The Organisation must send an acceptance confirmation specifying the order number, Qurbani year and approved date or time window. The rite must be performed within the approved Shariah time period. The Offeror must be notified if a material impediment arises, with the available options explained in accordance with the Shariah and local appendices.

7. Animal Care and Welfare

The Organisation must, directly or through its suppliers, comply with requirements concerning animal health, welfare, care, transport and handling before and during slaughter, and with applicable Shariah and legal rules. Practices causing avoidable pain or harm must not be tolerated, and procedures must be in place for unfit or sick animals.

8. Shariah-compliant Performance and Traceability

The Qurbani must be performed in accordance with the Shariah controls approved by the competent authority, with appropriate records retained concerning allocation, slaughter, location, date and the organisation carrying out performance. The extent of individual or group traceability must be specified according to the operating model, without making documentation promises that exceed actual capacity.

9. Food Safety and Distribution

The Organisation must comply with relevant health requirements concerning processing, inspection, storage, transport, the cold chain and distribution, and with procedures to prevent contamination and spoilage. Meat must reach beneficiaries safely and fairly in a manner that preserves their dignity, with quantities, general locations and appropriate verification methods recorded.

10. Beneficiary Dignity and Privacy

Receiving meat or other benefits must not be conditional on a beneficiary being photographed or revealing their identity or living circumstances. Beneficiary images must not be used for publicity without a lawful basis and free and informed consent where required, with special protection for children. Aggregated documentation, independent audit and operational records are preferred to photographing faces during receipt.

11. Offeror Privacy and Data Governance

Data concerning the Offeror, beneficiaries and workers must be collected only to the extent necessary for specified and disclosed purposes, and protected by controls governing access, retention, destruction and cross-border transfer in accordance with applicable laws. Personal data must not be entered into public artificial intelligence tools not approved to process it without an appropriate basis and safeguards. The privacy policy must explain data subjects' rights and contact channels.

12. Workers' Rights and Occupational Safety

The Organisation must take appropriate measures for the health and safety of workers and volunteers, train them, provide necessary protective equipment,

and control biological and mechanical hazards, while requiring subcontractors to comply with duties applicable to them.

13. Environment, Waste and By-products

Blood, wash water, offal, hides, wool, bones and other materials must be managed to prevent contamination, odours, and health and environmental hazards, in accordance with local regulations. Safe and beneficial recovery is preferred to waste where permissible and feasible. By-products or their proceeds must not be directed to an organisation or waqf until ownership, the right of disposal and lawful authorisation have been established and documented.

14. Changes, Inability to Perform and Force Majeure

If the service cannot be performed as agreed because of an unforeseen circumstance, supplier inability to perform, or health or legal restrictions, the Organisation must notify the Offeror without undue delay and explain the possible alternatives, their timing and financial implications. Acceptance of substitution or a change of country or season must not be presumed automatically where consent or a right to a refund is required by law.

15. Cancellation, Refunds and Breach

The attached policy must explain the stages at which cancellation or amendment is possible, the implications of allocation or purchase of the animal or completion of slaughter, and the time limits and procedures for refunds. These terms do not diminish mandatory consumer rights or remedies for non-performance, error or breach. The treatment of incomplete instalment payments must be detailed in a separate schedule.

16. Proof of Completion and Reporting

The Organisation must provide the Offeror with appropriate notification of order status and service completion in accordance with its commitments, and retain auditable oversight documents within legal limits. A request for proof of performance does not confer a right to disclosure of beneficiaries' data or images.

17. Complaints and Dispute Resolution

The Organisation must provide a clear channel for complaints and correction, stating the contact method, target response period and escalation mechanism. The relevant legal appendix must specify the governing law and the competent court or appropriate dispute resolution mechanism, without depriving the parties of mandatory rights and procedures.

18. Order of Precedence, Amendments and Effectiveness

The order form, these terms, the approved Shariah appendix, the local legal appendix and policies expressly referred to constitute the contractual documents, in the order of precedence specified by the local appendix. A material amendment must not apply retrospectively to accepted orders without a lawful basis. The version, effective date and means of proving that the Offeror has reviewed the terms must be specified.

Contract Appendices to Be Completed Before Implementation

- Appendix (1): Order and authorisation form, identifying particulars of the Qurbani, and year and location of performance.
- Appendix (2): Schedule of prices, instalments, cancellation and refunds.
- Appendix (3): Approved Shariah decisions and controls for disputed matters.

- Appendix (4): Local legal provisions, consumer rights, privacy and jurisdiction.
- Appendix (5): Procedures for food safety, animal welfare, protection of workers and the environment, and documentation.
- Appendix (6): Policy on ownership and management of by-products and disposal of their proceeds, if any.

> Appendix status: a research proposal for discussion within Version 1.0, not a final form for signature or publication as a service contract. Mandatory legal rights and approved Shariah rulings in each jurisdiction are preserved.

Source Documentation

Selected Sources and Verification Notes

The following sources are research starting points, not certificates of compliance or endorsements of the paper. The final comparative version requires examination of clauses, their dates and original versions.

1. **Primary evidence source:** International Register of Qurbani Terms and Conditions Sources, 8 November 2026, comprising 29 research entries. Detailed verification of the texts is required before comparative findings are adopted.
2. **Saudi Adahi Programme:** https://adahi.org/ar/Pages/termsandconditions.aspx
3. **Direct Aid, Kuwait:** https://direct-aid.org/donate/ar/seasonal/adhha/adahi.html
4. **Egyptian Food Bank:** https://www.efb.eg/ar/faqs
5. **Hasene France:** https://www.hasene.fr/campagne-du-sacrifice
6. **Islamic Relief Australia:** https://islamicrelief.org.au/about-us/frequently-asked-questions/
7. **Halal Food Information Centre:** https://hfic.org.uk/resources/
8. **Muslim Hands UK:** https://muslimhands.org.uk/terms-and-conditions
9. **QurbaniAid USA:** https://www.qurbaniaid.org/en/terms
10. **Alpha Beta Core report (2024):** From Rituals to Riches: Eid-ul-Adha's Untapped Economic Potential in Pakistan. Estimate for 2023: US$2.28 billion, an estimate specific to Pakistan rather than a global value.

1. **Pakistan Institute of Development Economics, PIDE (2024):** Muhammad Faisal Ali, The Economy of Sacrificed Animals, Knowledge Brief 126. Estimate for 2024: PKR 839.2 billion. https://pide.org.pk/research/the-economy-of-sacrificed-animals/

2. **Awqaf New Zealand (2026):** Engineering the Awqaf Industry, original Arabic version, DOI: 10.5281/zenodo.23992850. https://awqafnz.org/assets/docs/publications/engineering-the-awqaf-industry/Awqaf_NZ_Engineering_the_Awqaf_Industry_v1.0_AR.html

3. **Awqaf New Zealand (2026):** One Family, Many Languages: Animated Characters for Qurbani and Waqf Education in Western Muslim Communities. Published link.

Version note: Version 1.0, published on Zenodo on 8 November 2026 · DOI 10.5281/zenodo.24042729 · zenodo.org/records/24042729

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