

Law No. 31-08 enacting Consumer Protection Measures

Reference: Dahir No. 1-11-03 of 14 Rabii I 1432 (18 February 2011) promulgating Law No. 31-08 enacting consumer protection measures

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Practice areas: Civil law, Commercial law and debt recovery, Business law

Law 31-08 regulates relations between suppliers and consumers: duty to inform, unfair terms, distance selling and doorstep selling, consumer credit and mortgage credit, warranty and after-sales service. It gives consumers individual and collective means of action, in particular through consumer protection associations.

Information and unfair terms

- The supplier must inform the consumer of the essential characteristics of the product or service, the price, delivery times and warranty conditions (Art. 3 et seq.).
- A term that creates, to the detriment of the consumer, a significant imbalance between the rights and obligations of the parties is unfair; it is deemed null and void (Arts. 15 to 19).
- Price display and labelling are mandatory; false or misleading advertising is penalised.

Distance selling and doorstep selling

- For contracts concluded at a distance, the consumer has a seven-day withdrawal period from receipt of the product or acceptance of the offer, without having to give reasons (Art. 36).
- In the case of doorstep selling at home or at the workplace, the contract is drawn up in writing and the consumer may withdraw within seven days (Art. 45 et seq.).
- In doorstep selling, the supplier may not require payment before the withdrawal period has expired.

Consumer credit and mortgage credit

- The prior credit offer must be given to the borrower and remain valid for at least seven days; the borrower has a seven-day withdrawal period (Art. 74 et seq.).
- Mortgage credit is subject to stricter formal requirements: written offer, ten-day cooling-off period, link between the loan and the financed transaction (Art. 113 et seq.).
- The judge may grant a consumer in difficulty time to pay and reduce excessive late-payment charges.

Key articles

ART. 15

In contracts concluded between a supplier and a consumer, a term is unfair if its object or effect is to create, to the detriment of the consumer, a significant imbalance between the rights and obligations of the parties to the contract.

ART. 36

The consumer has a period of seven days in which to exercise the right of withdrawal in a distance sale, without having to give reasons or pay penalties, with the exception of return costs.

Points to watch

- Keep all contractual and advertising documents: they form the basis of an action for an unfair term or failure to inform.
- Withdrawal periods are short and run from specific dates (receipt, signature); act in writing with acknowledgement of receipt.
- Consumer disputes are in principle heard by the court of the consumer's domicile, which makes it easier for residents of the capital to bring proceedings in Rabat.

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