Law No. 31-08 on consumer protection measures

Reference: Law No. 31-08 (Dahir No. 1-11-03 of 18 February 2011)

Practice areas: Business and company law

> This is an unofficial explanatory note; only the Arabic text published in the Bulletin officiel is authoritative. Law No. 31-08 protects consumers in their dealings with businesses: information on prices and products, unfair terms, a right of withdrawal for distance and doorstep sales, rules on consumer credit and guarantees.

Who this law applies to

The law protects anyone who buys or uses a product or service for non-professional purposes. It imposes obligations on suppliers: shops, online sales platforms, service providers, and banks and finance companies offering consumer credit.

Key rules

- Businesses must inform consumers of the essential features of the product or service, its price and the terms of sale.
- Unfair terms, which create a significant imbalance to the consumer's detriment, are deemed unwritten.
- Misleading advertising, aggressive commercial practices and exploitation of vulnerability are prohibited and punishable.
- Consumer credit and home loans require pre-contractual information and a detailed written offer.
- Consumer protection associations may, under certain conditions, take legal action to defend consumers' collective interests.

Key deadlines and figures

- Distance selling, including online: seven-day withdrawal period, extended to thirty days if the business has not met its information obligations.
- Doorstep selling: the consumer also has a seven-day withdrawal period.
- Consumer credit: the borrower has a withdrawal period after accepting the offer.
- Any contractual guarantee and after-sales service must be set out in writing, without prejudice to the statutory warranty against defects in the goods sold.

What this means in practice

A consumer who has bought online can cancel the purchase within the statutory period without giving reasons. Faced with a term that removes all remedies or allows the business to change the contract unilaterally, the consumer can challenge its application.

For businesses, the law requires a review of general terms of sale, advertising and credit agreements. Non-compliance exposes them to sanctions and to disputes with customers.

Reforms and recent developments

In force since 2011 and supplemented by implementing regulations, Law No. 31-08 is becoming increasingly important with the growth of e-commerce and online payments. The information and withdrawal rules apply fully to sales concluded online.

When to consult a lawyer

A consumer may seek advice when a business refuses a refund, a repair or the exercise of the right of withdrawal, or in a dispute over a loan. A business may consult a lawyer to bring its contracts, general terms and commercial practices into line with the law.

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