Car rental terms and conditions

Renter’s obligations under this agreement

Clause 1 · The renter must check the condition of the rental vehicle before taking possession of it. Once the vehicle has been handed over, the renter is solely responsible for it.

Clause 2 · The renter agrees to take care of the rental vehicle and use it without misuse. The renter remains liable for any damage in accordance with Article 663 of the Code of Obligations and Contracts.

Clause 3 · Under Article 674 of the Code of Obligations and Contracts, the renter must notify Jasami Car immediately of any circumstance requiring its intervention, including urgent repairs, unexpected defects, breakdowns or damage caused by third parties. If the renter fails to do so, they must bear all costs arising from subsequent damage to the rental vehicle.

Clause 4 · The renter agrees neither to transfer nor to sublet the rental vehicle to another person, nor to use it without authorisation, in accordance with Article 669 of the Code of Obligations and Contracts.

Clause 5 · The renter may not claim financial compensation from Jasami Car for delayed delivery of the vehicle, cancellation of the agreement or the time needed to repair damage, even if the damage occurred during the agreed rental period.

Clause 6 · The renter must ensure that the vehicle documents, including the rental agreement, and its keys are not left outside the vehicle.

Clause 7 · The renter declares that they have checked all five tyres and confirms that they are in good and usable condition. If a tyre is damaged, the renter must notify the company immediately and then replace it with a tyre of the same type, size and brand. The renter also confirms having checked the signal lights and the required equipment, including the warning triangle and safety vest.

Clause 8 · The renter agrees not to tamper with the vehicle’s odometer. If they do, the company is entitled to financial compensation of at least 500 dirhams per day.

Clause 9 · The maximum permitted distance is 300 kilometres.

Clause 10 · The renter accepts sole responsibility for all damage to the upper equipment of commercial vehicles.

Clause 11 · The renter agrees to run the engine for 10 minutes before setting off after each stop lasting more than 5 hours.

Returning the vehicle

Clause 1 · The renter agrees to return the vehicle during Jasami Car's business hours. It remains in the renter's possession and under their responsibility until the company opens.

Clause 2 · The renter may hand over the vehicle documents and keys only to members or employees of Jasami Car. If any documents or keys are lost, the renter bears all resulting costs and the daily rental charges for the entire period during which the vehicle is out of service.

Clause 3 · The renter must remove all their belongings from the vehicle before handing it back to Jasami Car.

Clause 4 · The renter agrees to return the vehicle when the rental period specified in the agreement expires. Otherwise, legal proceedings will be taken under Articles 505, 525 and 547 of the Moroccan Penal Code.

Clause 5 · If the agreement between the renter and Jasami Car includes a record of the vehicle's condition or a description, the renter must return it in the condition in which it was received, in accordance with Article 676 of the Penal Code.

Clause 6 · The renter is strictly prohibited from abandoning the rental vehicle for any reason.

Jasami Car's obligations

Clause 1 · Jasami Car agrees to deliver the rental vehicle to the renter in good and usable condition.

Clause 2 · The company must give the renter all vehicle documents and check that none has expired before handing them over.

Clause 3 · Jasami Car may not claim compensation from the renter for damage to the engine caused by a mechanical failure during normal use, in the absence of negligence or fault on the renter's part. If liability for engine damage cannot be determined, a qualified expert will be consulted.

Clause 4 · Under Article 683 of the Moroccan Penal Code, if Jasami Car authorises the renter to carry out minor repairs, the company must reimburse the renter up to the amount spent, on presentation of an invoice or equivalent proof.

Rental charges

Clause 1 · The renter must pay the rental amount in advance. The amount must be stated in writing in the agreement.

Clause 2 · The rental amount is collected immediately after the agreement is drawn up and before the vehicle is handed over.

Payment methods

Clause 1 · The rental amount is collected by payment methods approved in the Kingdom, namely cash, bank cheque or credit card.

Security deposit

Clause 1 · The renter must leave a predetermined amount with Jasami Car in advance as a security deposit (insurance excess), using a payment method approved in the Kingdom as specified in the insurance policy.

Clause 2 · If Jasami Car receives the amount of the excess from the renter, this must be stated in writing in the rental agreement.

Clause 3 · Jasami Car agrees to refund the amount of the excess if the vehicle is returned in the same condition as at handover.

Extending the rental agreement

Clause 1 · To renew the agreement, the renter agrees to notify Jasami Car in writing at least 24 hours before the rental period ends.

Clause 2 · Jasami Car may accept or refuse an extension. If it refuses and the vehicle is not returned on the date agreed in the contract, the company may recover the vehicle and take legal action against the renter.

Additional driver

Clause 1 · If the renter wishes to add a driver, that driver must provide a valid driving licence held for at least six months. Jasami Car permits only one additional driver, who assumes the same responsibilities as the first driver.

Minimum rental period

Clause 1 · The minimum rental period is 48 hours. Exceeding the agreed period by one hour results in an additional day being charged.

Vehicle maintenance and checks

Clause 1 · The renter must check the vehicle’s water and oil levels and tyre pressures daily. Outside Marrakech, the renter may have the oil changed after obtaining Jasami Car’s approval by phone, email or post, with an invoice or other supporting evidence.

Fuel and vehicle cleanliness

Clause 1 · Fuel is at the renter’s expense. The vehicle must be returned with the same fuel level as at handover. Otherwise, the renter pays 100 dirhams per missing fuel level.

Clause 2 · The renter must return the vehicle in the same state of cleanliness. Otherwise, a fee of 100 dirhams applies.

Comprehensive and third-party insurance

Technical damage (technical write-off)

Clause 1 · The renter must pay Jasami Car an amount (excess) based on a percentage of the vehicle’s purchase value determined by the insurer in the policy.

Clause 2 · Damage to the rental vehicle is assessed by a specialist expert.

Clause 3 · Jasami Car may claim compensation for the total loss of use of the rental vehicle under Article 264 of the Road Code.

Economic damage (economic write-off)

Clause 1 · The renter must pay the company an amount (excess).

Clause 2 · Subsequent damage to the rental vehicle is assessed by a specialist expert.

Clause 3 · Jasami Car may calculate the period during which the damaged vehicle is out of service. The charge is set at 70% of the daily rental rate, plus all vehicle recovery and transport costs.

Third-party liability insurance

Clause 1 · If the rental vehicle is damaged, the renter is liable for all repair expenses, the period for which the vehicle is out of service, and any partial or total loss of use, as well as recovery, transport and towing costs.

Accidents

Clause 1 · In an accident involving property damage or personal injury, the renter must notify the company immediately by phone, email or in writing before taking the necessary steps. The renter must also provide a police report to establish the circumstances. If that is impossible, the renter must provide a declaration on honour stating that there were no personal injuries, deductions or joint accident reports.

Clause 2 · If the renter completes a joint accident report, they must notify the company and supply a copy within 48 hours.

Prohibited driving and use

1. Driving while intoxicated or under the influence of drugs.

2. Driving on unpaved roads.

3. Using the vehicle for clandestine transport.

4. Carrying flammable or explosive substances.

5. Using the vehicle for car races or driving lessons.

6. Using the vehicle to tow or push other cars or carts.

7. Using the vehicle for illegal or similar activities.

8. If the renter drives or uses the vehicle in any of these circumstances, or breaches any obligation, the company may recover the vehicle without condition or restriction.

Arrest of the renter and seizure of the vehicle

If the renter is arrested or detained for a crime or unlawful activity and the vehicle is seized by the competent authorities, the renter is solely responsible and the company is not involved. The renter must also notify the company immediately of their arrest or detention.

Theft or fire

The rental agreement is suspended as soon as the renter immediately reports the theft or fire to Jasami Car. The renter must also submit the police or Royal Gendarmerie report, together with the keys and documents of the stolen vehicle, within 48 hours.

Offences

Clause 1 · The renter is legally responsible for any offences attributed to them and must notify Jasami Car of any offence committed within 48 hours.

Clause 2 · If a fixed camera records an offence attributable to the renter, Jasami Car will send a copy of the rental agreement and the required documents to the ministry concerned. If the authorities confiscate the vehicle’s registration certificate, the renter must pay the full daily rental charges for the entire period during which it is withheld, plus all resulting costs.

Territorial authorisations

Clause 1 · The rental vehicle may leave the country only after the renter has obtained written authorisation from Jasami Car and from the relevant ministry, where required.

Both parties’ commitment to the rental terms

Clause 1 · Both parties, Jasami Car and the renter, agree to observe and apply the terms and conditions agreed in this contract.

Arbitration or court proceedings

Clause 1 · Any dispute arising under this agreement between the renter and Jasami Car will be referred to arbitration or to the courts. Only the courts of Marrakech have jurisdiction to decide the dispute.