

A CHECKLIST OF THINGS TO DO WHEN BUYING A PROPERTY IN FRANCE

French property law being very different from English law, it is advisable to take advice from specialists before getting legally bound. The following is a list of some of the points that purchasers of French property should consider:

- Once your offer has been accepted, ask the estate agent or the Notaire to give you a copy of the draft “Compromis de Vente” (sale contract) so that you can have all its terms checked by a solicitor specialised in French property matters. A translation of the “Compromis” is not sufficient as only the terms that are in the contract can be translated. A translator cannot translate clauses that are not, but should be, in the contract.
- Check the plan and the boundaries of the property, bearing in mind that the “plan cadastral” cannot be relied upon for accuracy. Only a “plan de bornage” drawn up by a land surveyor would be acceptable.
- Check the surveys supplied by the seller (lead, asbestos, termites etc as appropriate).
- Check the description of the property and in particular if building works have been carried out recently.
- Check if the property is subject to rights of way.
- Make sure that all relevant conditions precedent are inserted in the “Compromis de Vente”, for example that you must obtain a mortgage.
- Discuss ownership structure with your solicitor. It is not recommended to seek such advice from a French Notaire (even if he can speak English) as Notaires are, generally speaking, not conversant with English law and your decision may affect your estate in the UK.
- Once you are satisfied that you have received all necessary information, you can sign the “Compromis” either in the UK or in France. There is no need to sign a “Compromis” by power of attorney but if you give another party authority to sign this contract on your behalf, you may lose control of the transaction.
- Make sure that you understand when your 10 day “cooling off” period expires. It does not start when you sign the “Compromis”. It starts on the day after you receive a copy signed by all parties by registered post either from the Notaire or the agent.

- The Notaire will not carry out his searches until your “cooling off” period has expired, hence the need to ensure that the “Compromis” contains all appropriate clauses.
- Make sure that the draft “Acte de Vente” (transfer deed) and its attachments are checked and explained to you prior to completion.
- Instruct your bank to transfer the completion monies to the Notaire’s bank account sufficiently early so that the funds are in the Notaire’s account by the completion date.
- Completion can take place by attending the completion meeting at the Notaire’s office or by power of attorney, in which case one of the Notaire’s clerks will sign the “Acte de Vente” on your behalf.
- Once the transaction is completed, you should receive your copy of the signed “Acte de Vente” but you will need to be patient – it can take some months. In the meantime, you will receive an “attestation” from the Notaire confirming that you are the new owners of the property.
- It all sounds a bit daunting and it really can be so but if you take care in choosing your advisers, it will pay dividends in the long term. You can probably enjoy a glass or two in celebration – I know I would.

If you need help with your purchase or any other French related matter, please contact Annie Guellec-Digby of Guellec-Digby & Co on 01604 878961 or by email annie@guellec-digby.co.uk Our website is www.guellec-digby.co.uk If you are interested or know someone who might be, please let us know.