

A CHECKLIST OF THINGS TO DO WHEN BUYING PROPERTY IN FRANCE

French property law being very different from English law, it is recommended 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” or “Promesse de Vente” (preliminary sale contract) so that you can have all its terms checked by an independent legal adviser specialised in French property matters. A translation 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, included in the contract.
- Check the plan and the boundaries of the property, bearing in mind that the “plan cadastral”, which will be attached to the “Compromis” or “Promesse de Vente”, cannot be relied upon for accuracy. Only a “plan de bornage” drawn up by a land surveyor will show the legal boundaries of the property.
- 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 in the past 10 years.
- A legal adviser acting for you will check the seller’s title deed for any discrepancies suggesting that works have been carried out during the seller’s period of ownership.
- Check if the property is subject to rights of way or other easements.
- Make sure that all relevant conditions precedent are inserted in the “Compromis de Vente”, for example that you must obtain a mortgage.
- Discuss your ownership structure with your legal adviser. 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 UK estate. We also advise you to review your UK will once you own the property.
- When you are satisfied that you have received all necessary information on the property, you can sign the preliminary contract either in the UK or in France. If you cannot travel to France, you will have to sign a power of attorney giving one of the Notaire’s clerks authority to sign the contract on your behalf but then do not be surprised if you lose control of the transaction. It is not advisable to send the Notaire a power of attorney before you have had a chance to check the terms of the documents that will be signed on your behalf.

- Make sure that you understand when your 10 day ‘cooling off’ period expires. It does not start when you sign the preliminary contract. It starts from the day after you receive a copy of the contract signed by all parties by registered post, by hand or by secure email from either the Notaire or the agent. We have noticed that a number of agents send the “Compromis” signed by the seller only and then ask the purchaser to sign an acknowledgement of receipt on the understanding that this will start the purchaser’s ‘cooling off’ period. It does not! If you want to proceed with your purchase, you do not need to do anything but if you wish to exercise your right to withdraw from the transaction for whatever reason, you must let the agent and/or the Notaire know of your decision by sending them a registered letter before the 10 day period expires.
- The Notaire will not carry out his searches until your ‘cooling off’ period has expired, hence the need to ensure that the preliminary contract contains all appropriate clauses before you are bound by the terms of the contract.
- Make sure that the draft “Acte de Vente” (transfer deed) and its attachments are checked and explained to you prior to completion. Again, a translation is not sufficient to protect your interests.
- 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. If you can attend completion, we recommend that you view the property shortly before completion (ideally in the morning if completion takes place in the afternoon) in order to check that everything is in order.
- 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 several months. In the meantime, you will receive an “attestation” from the Notaire confirming that you are the new owner of the property.
- It all sounds a bit daunting and it 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 Digby on 01604 878961 or by email annie@guellec-digby.co.uk.