



## The French Legal System

The legal system in France has been developed from the Napoleonic Code, the law concerning property is to be found substantially in the French "Code Civil".

The two main legal professions in France are the "Avocat" and the "Notaire". The "Avocat" has the sole right of audience in French courts and is able to advise clients in person, whereas the "Notaire" has no such right to plead in the courts. The "Notaire" (notary) practises more or less as an "official custodian" of the originals of documents and has the sole monopoly of drawing up and attesting Public Deeds known as "Actes". The transfer or conveyance of real property has to be perfected by means of a Public Deed known as an "Acte de Vente". To be effective, the Acte de Vente must be executed by the purchaser and vendor, either in person or by attorney in front of the Notaire. Actes can be executed before any Notaire, and are not confined to the Notaire of the "Commune" or "Département" in which the property is situated, although more often than not, for ease, they are executed locally.

It must be borne in mind that the Notaire is normally appointed by the vendor; although, the purchaser has the right in French law to appoint his own separate Notaire to liaise with that of the vendor's Notaire. The Notaire is responsible for recording the agreements between the parties, ensuring that all fiscal, administrative and other Regulations have been observed or complied with and transferring the property in legal form. As the Notaire has a duty to be impartial between the parties, it is often advisable for any purchaser to be separately represented, especially if negotiation of separate legal interests and rights, easements or covenants, is required.

## The Agent Immobilier (The Estate Agent)

The French Estate Agent is one of the first professionals you will come across when looking to buy. The profession is strictly regulated in France when buying or indeed selling property in France. It is advisable only to deal with those Agents who are members of F.N.A.I.M. ("Fédération Nationale des Agents Immobiliers et Mandataires en vente de Fonds") and who hold a "Carte Professionnelle".

The Estate Agent must have a financial guarantee covering deposits paid by purchasers. Note that, unlike England, it is common for the Estate agent to draw up the preliminary contract and receive the deposit.

## The Purchase

Having located the right property and agreed a purchase price, it is advisable to seek immediate legal advice and not to sign any document or pay any deposit until advised to do.

### (i) The Preliminary Contract

Various different types of preliminary contract exist. In many parts of France, a "Compromis de Vente" is used. This is a bi-lateral form of contract, such as is used currently in England, thus its execution by both vendor and purchaser binds both parties from that date onwards, subject to such conditions as it may contain.

A "Promesse de Vente", the second type of contract used throughout France comprises an offer to sell by the vendor but imposes no immediate obligation to buy on the purchaser, who has a limited time in which to accept the offer to sell. It will often be seen that the Promesse de Vente is treated as not strictly unilateral since a purchaser is often subjected to certain obligations, although these do not include an obligation to purchase.

The third type of contract is a "Contrat de Réservation", which is used for the sale of a new property or one sold off plan also known as a "VEFA" (vente en l'état future d'achèvement). This gives the purchaser an option to purchase a specific property usually at a fixed price, inclusive of

French VAT (TVA) of 19.6%. The property is secured by a deposit paid into a blocked non-interest bearing account.

The Preliminary Contract can be drawn up by the “Agent Immobilier” (Real Estate Agent) or by the Notaire. In order to ensure that the property is properly described in the Preliminary Contract, it is often preferable for the Notaire to draft the contract, as he will have more ready access to the formal description of the property as registered at the Land Registry and may know the property and its title from previous dealings.

The Preliminary Contract should always set out clearly the terms of the transaction including the following:

- full identification and description of the parties
- proper legal identification of the property, with details of any rights or easements affecting it
- formal declarations by the vendor to include, inter alia, that the property is sold with vacant possession and is free of all encumbrances
- the agreement by the vendor to sell and by the purchaser to purchase, as the case may be
- the agreed purchase price, deposit and method of payment
- the date for completion of the Acte de Vente, and the identification of the Notaire who will prepare and attest the document
- any “let-out” clauses (“Conditions Suspensives”)

(ii) The Deposit

It is usual for the purchaser to pay a deposit of 10% of the purchase price. The treatment of this deposit varies according to the type of Preliminary Contract, but in any event, if the transaction proceeds satisfactorily to completion, it will be deemed a payment on account of the purchase price. In the event of the failure by the purchaser to complete, it may be retained by the vendor, in certain circumstances without prejudicing his right to sue for specific performance of the contract or for damages. It is always advisable that the deposit be held by the acting Notaire as a stakeholder in a “Compte Séquestre” (Stakeholder Account). No interest is payable on the deposit monies held by the Notaire.

(iii) “Conditions Suspensives”

These conditions precedent are often inserted into the Preliminary Contract in order to mitigate the effects of its binding both the vendor and the purchaser. They will often include the granting of a clear Town Planning Report (“Certificat d’Urbanisme”), the non-exercise of any right of pre-emption of purchase of the property by any French authorities, such as the SAFER (the French Land Commission) where the sale of land in any rural areas of France is contemplated. The purpose of the pre-emption right in favour of SAFER is to rationalise local agriculture by merging farms. Another Condition Suspensive may be the granting of a mortgage to the purchaser to enable him to complete the purchase. Conditions Suspensives must be included in the Preliminary Contract and it will be necessary to stipulate a date by which they must be realized, failing which the contract will become null and void and any deposit paid returned to the purchaser.

(iv) Surveying

French Law requires builders to give a ten-year guarantee for the construction and a two-year guarantee of good workmanship. The ten-year guarantee applies to structural work while the two-year guarantee applies to internal fixtures. Care should be taken to ensure that if any such guarantees are applicable, they are recorded in the Preliminary Contract.

Although not standard practice in France, we would advise, particularly on the purchase of an older property, that a survey or a report on condition is obtained. France does not have the direct equivalent of Chartered Surveyors. However, there are Chartered Surveyors acting in parts of France, in which case you can obtain a survey in English and in a familiar form. Alternatively, you could consult an Architect, Building Contractor or an Expert Immobilier. As a general rule they tend to be more expensive than in the United Kingdom.

(v) Searches

To the extent that the Notaire will carry out planning searches, these will relate only to the property itself but not to any surrounding area. This is the case even if a new road or new railway line is proposed close to the property. Thus, if you wish to find out about local planning issues, local development, road/railway/transport proposals, etc, it will be necessary to make enquiries of the local Mairie and through that other local authorities or bodies as necessary.

(vi) Asbestos, Termite, Parasite and Lead Certificates

The Vendor also has to pay for various certificates, which indicate whether or not the property is affected by asbestos, termites, parasites and/or lead. These Certificates are not compulsory in all cases. The Notaire will advise which of these are required for the property you are buying.

(vii) Energy Performance Certificate

The vendor also has to supply an Energy Performance Certificate to comply with an EU directive. This rates the energy efficiency of the property and may suggest improvements such as insulation or a new boiler.

(viii) Natural and Technological Risks

The vendor also has to supply a form setting out any risks covered by a plan for the prevention of natural or technological risks in the commune in which the property is situated. For example a property in the Alps may be at risk of avalanche. The vendor must also indicate whether or not any compensation has been paid out by an Insurance company for any damage caused by a natural disaster in the past, e.g. flooding.

(ix) Gas, Sewage and Swimming Pools

Other matters to consider are: whether a Natural Gas Certificate is required if the property has an internal installation using natural gas; whether or not the property is connected to mains drainage or has a private system, e.g. septic tank. If not connected to the mains, check to see if there are plans for a public mains system to be built as this may involve you in some cost at that stage. You should also check whether or not any swimming pool complies with legislation requiring security measures to prevent the risk of drowning.

(x) Seven Day Cooling Off Period

Under recently adopted French consumer protection legislation, purchasers may withdraw from a transaction providing they serve formal notice of retraction within a cooling off period of seven days, which commences from the date after receipt of a copy of the signed contract. In the event that you exercise this right, any deposit payment has to be returned and the contract ceases to have effect.

(xi) Certificate for Surface Area of Flat

A law called the "loi carrez" provides that a vendor must guarantee the surface area of a flat (but not the cellar, parking space etc). If the actual surface area is less, by more than one twentieth of that declared by the vendor, then the vendor must if requested by the purchaser reduce the price pro rata the shortfall in the area. This is all well in theory but in practice enforcement is a problem and is expensive. The vendor must pay the fees of an Expert-Géomètre providing a certificate stating the surface area.

(xii) Completion

Completion must always take place before the Notaire instructed to prepare the Acte de Vente. The Notaire should be asked to supply a copy of the draft or "Projet d'Acte de Vente" in advance of completion in order that it can be checked by the purchaser and his legal advisers. Prior to completion, the Notaire will have made his own searches in the Land Registry and with the various French authorities in order to obtain a clear title search against the title and the vendor and a clear "Certificat d'Urbanisme". Attendance by the purchaser and the vendor in person or by properly appointed attorney is required.

Note that completion dates in France are not fixed and are generally expressed to be for example at the latest by 31 December 2007. In France completion is very much a moveable feast. In view of this it is best not to book flights or ferries until the Notaire has confirmed that he has all the documents required for completion.

(xiii) Registration

Upon a signature of the Acte de Vente, the Notaire or his clerk will see to registration of the Acte in the appropriate Land Registry. All land in France is registered by locality. The registration process may take several months to complete depending on the area. A purchaser should request the Notaire to give him the "Expédition", ie. a notarial copy of the Deed itself, for evidence of ownership.

## **Taxes and Charges on Purchase**

These seem very high to the British purchaser, but the term is misleading because generally the purchase taxes and other registration fees are included in the sum which the Notaire will ask the purchaser to pay him at actual completion.

Transfer taxes ("Droits d'Enregistrement") at the rate of 5.09% (cumulative) are payable on the purchase of all property more than 5 years old. The transfer taxes payable on newly built property are approximately 0.615%.

Value Added Tax ("TVA" – "Taxe sur la valeur ajoutée") currently charged at a rate of 19.6%, is imposed upon the transfer of new buildings and building land, to the exclusion of the Droits d'Enregistrement. Upon the sale of newly constructed properties within five years of the purchase, TVA is not payable again provided the original purchase was by an individual not classified as a marchand de biens (property dealer). The amount of TVA is normally included in the sale price.

A special concession is available to individuals buying building land for construction of a residential property for personal use. This only applies for a plot of land up to 2,500 square metres. TVA will be payable on a pro rata of the purchase price for the land over 2,500 square metres. The building land is not subject to TVA but to Transfer Taxes of 5.09%. This exemption does not apply to company purchases where TVA still applies.

Recording or Registration Tax ("Taxe de Publicité Foncière") will be payable by the Notaire to the Land Registry upon registration of the Acte or upon, for instance, the registration of a mortgage. The amount of this tax is normally not greater than 0.1% of the value of the transaction.

The Notary's fees ("Emoluments de Notaire") will also be payable. These fees are assessable on legal scale fees, depending on the value of the transaction and the work undertaken by the Notaire. For a standard purchase these emoluments will be in the region of 1% of the purchase price. There may also be a number of small amounts of disbursements which will have to be reimbursed to the Notaire upon completion.

The total amount requested by the Notaire on completion on the purchase of properties more than 5 years old will be approximately 6.5%-8% of the purchase price, dependent upon the quantum. This will include the Transfer Taxes, Registration Tax and the Notaire's fees. In the case of a newly built property the Notary will require approximately 3%-4% of the purchase price.

## **The Agent's Fees**

The purchaser may be liable for agent's fees if he has instructed the French agent on his behalf. Generally, however, the vendor pays the agent's fees which are often in the bracket of 5-8% or more of the sale price, depending upon the type of property. The Preliminary Contract will often specify who is responsible for the payment of the agent's fees.

## **Mortgages**

Mortgages are now readily available either from French or UK banks. Indeed mortgage facilities are now available from French banks in England and vice versa. While English banks generally only offer mortgages at variable rates of interest, French banks have tended to offer loans for terms of between 5 and 20 years with fixed rates of interest for the whole or part of the term. Mortgage loans are generally available up to 75% or 80% of the purchase price.

Purchasers acquiring French property with the benefit of a mortgage, will be expected to execute the mortgage Deed (“Hypothèque”) at the time of completion and signature of the Acte de Vente, indeed the terms of the Acte de Vente usually include the mortgage provisions, provided that the mortgage formalities have been completed in time or a satisfactory “Condition Suspensive” has been included in the Preliminary Contract. An additional fee is payable to the Notary for the mortgage.

## **Methods of Ownership**

Care should be taken to ensure that the proper description of ownership is given in the Acte de Vente. French Law recognises, in effect, three types of Joint Ownership: “en Communauté”, “en Indivision” and “en Tontine”. For English Purchasers generally only “en Indivision” or “en Tontine” will apply, these corresponding respectively to our tenancy in common and joint tenancy. Trusts are not yet recognised in French Law. The most normal method of purchase is “en Indivision” and on the death of one tenant in common, his or her share in the property will pass in accordance with the French laws of succession. If property is held “en Tontine”, on the death of one owner, his or her share will accrue to the survivor. This latter method can avoid the French entrenched succession rules. However, “en Tontine” is generally not the most tax efficient method for dealing with French Succession Duties. It may also be possible to use a French marriage contract by adopting the French Regime of Universal Community of Assets for the French immoveable property only. The surviving spouse may inherit the entire immoveable property in France on first death. However, this will not be possible if either spouse has one or more children from a previous marriage.

## **Company Purchases**

Companies may purchase property in France. Specific forms of French property owning companies can be used for the purchase and holdings of French property, although these will not always avoid the imposition of French Succession Duties upon the death of a shareholder. Foreign constituted companies may also acquire French property, but consideration must be given to the taxation implications (particularly as regards capital gains tax), not only in France but also in the country where the company has been constituted. Companies incorporated in a tax haven or in a place without a Double Tax Treaty with France can be required to pay tax annually to the French Revenue equal to 3% of the value of the property owned by that offshore company. Particularly for UK residents, consideration needs to be given to any benefits in kind Income Tax implications.

## **Land Development**

If a purchaser or owner of land in France is considering the development of all or part thereof, care should be taken to ensure that this is carried out in the most tax efficient manner using a proper “Commercial Vehicle”. A popular method through which land development is carried out in France is by a French Limited Liability Company - “Société à Responsabilité Limitée” (SARL) - which adopts a special taxation regime known as a “Marchand de Biens”. This company will avoid the “Droits d’Enregistrement” payable upon its purchase, provided that it resells the property within a qualifying period (currently four years). Such a company will be subject to the TVA regime in France, being liable to TVA on the difference between the sale price and the purchase price plus allowable acquisition costs, and also to corporate taxation on its trading income (“bénéfice net”). However, each situation is different, and a different structure may prove more efficient, so that legal and taxation advice should be sought in advance of any investment.

## Recurring Outgoings and Taxes

### (i) Taxes Foncières

This is a tax payable by the owner of the property registered on 1 January in each year and is based upon the rental value of the property in France as assessed by the "Cadastre". The amount varies from region to region.

### (ii) Taxe d'Habitation

This tax is payable by the occupier or owner (if second home) of property in France and again varies from region to region. Taxe d'Habitation is currently based upon the cadastral value of the property.

### (iii) Refuse Collection Tax

In certain areas of France a separate Refuse Collection Tax is also levied annually.

Purchasers would be recommended to check with their vendor as to the amount of the Taxes Foncières, Taxe d'Habitation and Refuse Collection Tax (if any) payable annually.

### (iv) Taxation of Income

The general rule is that those persons resident in France will be liable to the French Authorities for income taxation on their worldwide income, whilst those non-resident in France will only be liable to tax on their income derived in France. Thus letting income received in respect of French property will prima facie be taxable in France. The Double Taxation Convention between France and the United Kingdom will mitigate the effect of Double Taxation in both countries.

### (iv) Wealth Tax - "Impôt de Solidarité sur la Fortune"

The threshold for this as of 1 January 2007 has been increased from 750,000€ to 760,000€. Non French residents are liable to Wealth Tax on taxable assets situated in France above 760,000€. This will mainly relate to real estate for non residents. Note French residents are liable to Wealth Tax on their worldwide assets. This tax is payable annually.

## French Exchange Control

The purchase of land by non-french residents does not now normally give rise to the necessity of obtaining prior Foreign Exchange Authority from the French Authorities or submitting a prior notification, although foreign investment in various French business transactions may still require such authorisation or declaration.

## Capital Gains ("Plus Values")

Except in certain circumstances, all capital gains made from the sale of immovable property in France will be subject to taxation. The Notaire who is responsible for drawing up the Acte de Vente will retain such part of the sale price so as to account for the vendor's liability before releasing the net proceeds. The general rule (introduced from 2004 only) is that individuals who are EU but non-French residents will suffer this tax at 16% of the gain. Note, residents of non-EU countries will still be charged tax at the rate of 33.33%. French residents will be taxed at 26%, being the new 16% rate, plus 10% social surcharges.

The sale of the main residence for those people who are tax resident in France is exempt from French Capital Gains Tax.

The Capital Gain is calculated as the difference between the sale price and the purchase price.

Various reductions may be allowed against the gain. These include purchase costs such as Notaire's fees, registration duties, etc, which are added to the purchase price, either for their actual amount (evidence required) or for a fixed amount of 7.5% of the purchase price. Further allowable renovation costs (evidence again required) can be added. Note the indexation allowance no longer applies. However, the reduction per year of ownership has been increased from 5% to 10% for each full year of ownership beyond the 5th year. Thus no Capital Gains Tax will be payable

after 15 full years or more of ownership for most British owners of French property. Additionally, personal allowances may be available.

The Notaire is responsible for calculating the gain and paying the Capital Gains Tax out of the sale proceeds.

Non-resident vendors with a gain will have to appoint a fiscal representative ("Représentant Accrédité") to stand surety for payment of the Capital Gain Tax and any other French tax liability if the sale price is more than 100,000 euros. Various French institutions will provide this service, and obviously charge fees for the same. At the time of the sale the Notaire will need to have completed and to file form number 2090 as to the declaration of the capital gains and the fiscal representative.

Further, nationals of E.U. Member States and Nationals of countries with treaties providing for non-discrimination based upon nationality may be able to benefit from an exemption from Capital Gains Tax in respect of the first sale of a second residence in France provided that they have had a tax domicile in France for at least two years during some continuous period prior to the sale.

## **Insurance**

French law requires householders to insure their property against damage, fire and other cover, including third party liabilities. Cover must be taken out with effect from the actual date of completion. It is possible in French Law to transfer the vendor's policy to the purchaser, but notice is normally required to cancel a policy, failing which it is automatically renewed at the renewal date.

## **The Sale**

A French Estate Agent may not offer a property for sale unless he holds written instructions. Accordingly he will ask you to sign a mandat de vente.

## **Inheritance and Wills**

French law in this area differs greatly from English law. Under French law, an individual may not dispose of his property upon death as he pleases. Property is automatically inherited by a person's descendants, ascendants or other close relatives in fixed proportions. Where such relatives survive only a small proportion of the estate is freely disposable by Will. It is possible to postpone the interests of such "reserved heirs" in favour of the surviving spouse, but the specific provisions and details thereof are complicated and outside the scope of this note.

It is often advisable for British persons owning property in France to make a separate Will valid under French law dealing solely with French assets. This can simplify the procedure of administration after death. To be valid a French will must be totally holograph (written in hand) or made before a Notaire. French Succession Duties are payable upon smaller values than English Inheritance Tax and are payable upon property passing to a spouse. They will be payable in respect of French property although the Double Taxation Convention between France and the UK may mitigate an element of double taxation in both countries.

## **Other Methods of Purchase of Property in France**

### **(i) Purchase in a Condominium**

Some developments in France are done on the Condominium basis consisting of a number of dwellings grouped together either in one building or on the same area of land. This ownership is known as "Copropriété".

Whereas this ownership will generally be the equivalent of freehold, it involves two separate elements, first the ownership of the flat or house, and secondly that of a proportion of the common parts of the building and/or its surrounding land. The right in the common parts is usually expressed in fractions of one or ten thousand, called "millièmes" or "tantièmes". These millièmes or tantièmes give the flat-owner his voting rights in the management of the building or development. Whereas the two elements are freely disposable, by sale, lease, mortgage, or the like, they cannot be disposed of separately.

The overall management of the building or development is in the hands of all the flat-owners themselves, who together form a "syndicat" which generally appoints a "syndic" (managing agent)

to deal with the day to day management. The rights and obligations of each flat-owner are specified in a Deed called the "Règlements de Copropriété", by which all owners are bound upon purchase of their interest.

(ii) Purchase of property off plan ("Vente en l'état futur d'achèvement" (VEFA))

This type of purchase and sale of property is common in France in respect of property to be built. Under such a contract, the vendor transfers to the purchaser all his interest in the land together with the building on it in its then present state of construction. Thereafter, stage payments are made as the building work progresses, against a certificate from the developer's architect that the particular stage, to which the payment relates, has been completed. Specific legislation details the rights and obligations of both vendor and purchaser and a 10 year guarantee should be issued in favour of the purchaser.

(iii) Lease Back Scheme ("la nouvelle propriété")

This is a sale and lease back scheme. The financial incentive in this scheme is that there is an immediate lease back to the developer making it possible to claim back VAT at 19.6% of the purchase price that would otherwise be payable.

The period of the lease is usually 9 or 11 years. The lease is commercial because it is a furnished letting of residential property. The property must therefore be furnished and it is then usually let to a nominated company. The developer allows the owner to use the property for a certain fixed period each year.

The tenant pays the service charge and running charges. The owner remains responsible for certain property taxes and Income Tax on the rental income. The owner needs to file Tax Returns to the French Tax Authorities to ensure that the TVA can be reclaimed and will need to appoint and pay for a French Accountant.

(iv) Auction Sales ("Ventes aux Enchères")

French law requires various sales to be carried out by auction, for instance, if there is discord amongst owners or during the course of the administration of the estates of deceased persons. As a general rule, property can be acquired in such circumstances at lower prices than by private treaty.

(v) Sales "en viager" ("Ventes en Viager")

This type of sale is one under which the price is paid by instalments during the existence of a named life, and requiring an annuity to be paid and charged against the land sold. Often a part of the sale price is paid upon completion ("le bouquet") and the balance is payable by monthly instalments ("la rente viagère"). In the alternative, the full purchase price is paid upon completion. More often than not the vendor remains in occupation until his or her death and is the life in being to which the annuity is linked. Various tax advantages exist for this type of purchase.

(vi) Leases

French law lays down fairly strict controls over the form and content of leases of both residential and commercial property.

## Other Services

Penningtons Solicitors LLP, through its offices in United Kingdom and our close connections in France, is able to advise and assist clients in connection with any or all of the above issues.

In addition, we are also able to help in incidental matters including, but not necessarily limited to the following:

- commencing and conducting business in France by way of sole tradership, partnership or limited company or through agency, distribution, supply, franchise, and licensing agreements
- trade in and with France, terms and conditions of sale/purchase
- corporate and employment law
- investment in or development of residential and commercial property and other leisure, tourist or sporting facilities
- intellectual property

- information technology
- taxation and other fiscal matters, including cross-border tax planning
- litigation and contract dispute resolution through the courts and arbitration
- recommendation of and introduction to other professionals such as estate agents, builders, developers, accountants.

## Glossary

Acte de Vente - The final conveyance of land  
 Agent Immobilier - Real Estate Agent  
 Avocat - French Lawyer  
 Bail - Lease  
 Bureau des Hypothèques - Land Registry  
 Cadastre - Part of the Land Registry  
 Certificat d'Urbanisme - Town Planning Report  
 Clause Tontine - Survivorship clause  
 Compromis de Vente - Preliminary Contract (1)  
 Compte Séquestre - Stakeholder Account  
 Conditions Suspensives - Preliminary Contract "Let-Out" Clauses  
 Contrat de Mariage - Marriage Contract  
 Copropriété - Co-ownership  
 Droits d'Enregistrement - Transfer taxes and fees  
 Droit de Passage - Right of Way  
 Droits de Succession - Succession Taxes (Inheritance Tax)  
 Emoluments de Notaire - Notarial fees  
 En Communauté - Form of Joint Ownership  
 En Indivision - Form of Joint Ownership  
 En Tontine - Form of Joint Ownership  
 Etat Civil - Persons Identification particulars (eg. full name and address etc)  
 Expert Géomètre - Surveyor  
 Hypothèque - Mortgage  
 Impôt de Solidarité sur la Fortune - Wealth Tax  
 Jouissance - Possession  
 Location Vente - Instalment Purchase  
 Marchand de Biens - Dealer in Real Estate adopting special French taxation regime  
 Millièmes - Fractions of co-ownership rights and obligations in a Copropriété  
 Multi-Jouissance - Time-share  
 Multi-Propriété - Time-share  
 Notaire - French Notary  
 Offre d'Achat - Offer of Purchase  
 Plus Values - Capital Gains  
 Promesse de Vente - Preliminary Contract (2)  
 Procuration - Power of Attorney  
 Représentant Accrédité - Fiscal Representative  
 Règlements de Copropriété - Rules of Condominium  
 SAFER - French Land Commission  
 Société à Responsabilité Limitée (SARL) - French Limited Liability Company  
 Syndic - Managing Agent  
 Tantièmes - Fractions of co-ownership rights and obligations in a Copropriété  
 Taxe d'Habitation - Habitation Tax - rates on occupiers  
 Taxe de Publicité Foncière - Registration or Recording Tax  
 Taxe Foncière - Land Tax - rates on owners  
 TVA (Taxe sur la valeur ajoutée) - VAT  
 Vente aux Enchères - Sale by Auction  
 Vente en l'état futur d'achèvement/en plan - Sale "on Plan"  
 Vente en viager - Sale with life interest

## Penningtons Solicitors LLP

If Penningtons Solicitors LLP can provide any assistance please contact Charles Brooks or Majdoline El Abidi on 01256 407100. Appointments can be made in our Basingstoke, London or Godalming offices:

Penningtons Solicitors LLP  
da Vinci House  
Basing View  
Basingstoke  
Hampshire RG21 4EQ  
Tel: +44 (0)1256 407100  
Fax: +44 (0)1256 479425  
DX: 148600 Basingstoke 21

Penningtons Solicitors LLP  
Abacus House  
33 Gutter Lane  
London  
EC2V 8AR  
Tel: +44 (0)20 7457 3000  
Fax: +44 (0)20 7457 3240  
DX: 42605 Cheapside

charles.brooks@penningtons.co.uk  
majdoline.elabidi@penningtons.co.uk

© Penningtons Solicitors LLP, 2008

This note is designed to be guide only to clients. The information contained herein was accurate at the printing, but laws, rules and regulations and procedures do change so it is always advisable to check the facts relevant to you with your advisors and with the appropriate authorities. It is not a substitute for specific legal advice upon specific facts. Penningtons Solicitors LLP accepts no liability in so far as is permitted by law for losses resulting from any person acting or refraining from acting in reliance upon this material.

Specialist advice should be obtained before taking, or refraining from taking, action based upon the comments in this document, which is only intended as a brief note. It is not a substitute for specific legal advice upon specific facts. The London Office accepts no liability in so far as is permitted by law for losses resulting from any person acting or refraining from acting in reliance upon this material.



For all enquiries contact:

**Paul Baxter**

Tel: +44 (0)207 839 0888

E-mail: paul@tlo.co.uk