

Ask the experts

Whether you're planning your move to France, or are already living there, our panel of professionals aims to keep you fully informed with the best advice for every eventuality

COOLING OFF

Q My husband and I recently travelled to France to sign the *compromis de vente* for a property we hoped to purchase. As our appointment was first thing in the morning, and we had only arrived the previous evening, we did not have time to view the property again before the signing. It was only when looking around afterwards that we spotted a few issues that we had overlooked on the previous visits. We returned to the UK a couple of days later and after much agonising, decided to withdraw from the purchase. We sent an official letter by courier which was 'signed for' by the notaire on the last day of the cooling-off period. This was now five weeks ago, and although the *compromis* stated that our deposit monies should be returned within three weeks, we have not received our money back. Our spoken French is not wonderful, so we have emailed (rather than telephoned) on several occasions, but have not had a reply. Is this normal? Should we be worried, and how do we sort it out?

KATH RISELY

A The 10-day cooling-off period does offer immense protection for a person who may wish to buy a property in France. It offers the opportunity for someone to consider their situation and perhaps decide that the purchase may not be right for them. It starts when a copy of the contract, after signature by both parties, is sent to the buyer by registered post or

handed to the buyer in person by a *notaire* if the buyer signs it at the *notaire's* office.

In this case, the situation is apparently that there were some particular problems with the property that had not come to light previously; if that is the case then the decision to withdraw is understandable. It is not, however, necessary for the buyers to justify why they do not wish to proceed: they are perfectly at liberty, within the 10-day period, to cancel the purchase on a whim. And withdrawal by one member of a couple would terminate for both.

However, the timing and method of notifying the withdrawal are strict: it must be served in person or by registered post at least. In this case, it appears that the notice was sent within the required time period, and by courier, so that would be suitable.

If the termination is notified properly, then the *notaire* is obliged to refund the deposit within 21 days. If this has not happened, the next step may be to complain about the *notaire*: there are ways in which a complaint can be raised. The assistance of a specialist solicitor in England may help.

MATTHEW CAMERON

REPEAT BOOKINGS

Q How can I improve the service I offer guests at my holiday let to create more income and get repeat bookings each year? To compete with others, I know I need to offer something special.

ELEONORA GLADWELL



A Customer service is important these days, so expanding guests' holiday experience can create repeat bookings - and increase your profitability.

If you live on-site, you might offer meals to your guests as an extra, whether breakfast or a home-cooked dinner. To keep things simple, have a single set menu with vegetarian and allergy options, using fresh, local ingredients. Other ideas are selling a picnic for lunch or organising a communal curry, wine-tasting or barbecue night.

Make recommendations for wines from an exclusive, friendly local vineyard and maybe sell local, homemade products to your guests. Could you offer baby-sitting for parents who want an evening out?

Activities and courses mean either passing on your own expertise or buying it in locally. Arrange painting classes or landscape photography or you could help guests improve their French with classes.

Therapies and beauty treatments are great for holiday relaxation, so offer to book professional local therapists to give massage, reflexology, facials, manicures or pedicures - all in the guest accommodation - and include a booking fee in the price.

For sensation seekers, check out your area for horse-riding, hang-gliding or experiences like a hot-air balloon ride, hire of a vintage car or a flight in a small plane or helicopter. Protect yourself by keeping the contract between the guest and the provider but arrange a commission for the booking.

You need to decorate the walls, so why not choose works by a local artist and hang them with a price tag? Choose your service options based on your own interests, pass on your enthusiasm and see that convert to profits and repeat customers.

GLYNIS SHAW

PAYING OFF A MORTGAGE

Q I have been reading your magazine for some time, but have never seen the subject of how to pay off a mortgage and the resulting conditions. Briefly, my wife and I bought an apartment in Nice back in 2006. We paid €150,000 for it with a €100,000 deposit and took a €50,000 mortgage with a company, which has now closed all its local branches and has moved to Paris. It was an interest-

only mortgage, but we managed to overpay and now have it down to €36,000. I do not have a very good grasp of French yet but asked for a final figure, which was approximately €36,360. We now have enough funds to clear this bill but are unsure if we should still pay the company the outstanding amount and then how we get them removed from our deeds, which still shows their details. Also, since I have asked for the settlement figure, I noticed they have now stopped taking the €300, which we were overpaying. Can someone please tell me: if I pay the final bill, do I need to do this through a notaire?

WILLIAM DAS

A In this case, the process for paying off the outstanding balance would be fairly simple. Although you have already asked for a statement of the account and they have provided you a figure, you should write again asking for a full redemption statement or *capital restant dû*. They will then provide a full settlement statement, including the outstanding amount on the loan, plus any remaining monthly instalments and also an early redemption fee if you have one.

You would then send a cheque for this amount. If any surplus money was remaining on the loan account after the

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bank had cashed in the cheque then it would be wired into your general account.

Regarding the cessation of the €300 debit, it may have been that the bank interpreted your initial letter as a *capital restant dû* and therefore stopped the debits in anticipation of a final payment. I'm sure that unless they receive a final payment soon then the €300 payments would resume fairly promptly.

The process of removing the bank from your deeds is called the *mainlevée hypothécaire*. This happens automatically two years after the loan has been settled, but if you wanted it to come off sooner, you would need to write to your *notaire*, who would start the process for you. Of course, this would come with a fee, albeit smaller than the cost charged when your *notaire* carried out the *frais d'hypothèque*, which was the process of putting your bank on your deeds. Costs for a *mainlevée hypothécaire* are usually about a third of those charged for the *frais d'hypothèque*, which vary by region and property type, but are normally around 0.5% - 1.5% of the loan amount. Therefore, if you can remember the cost of your *frais d'hypothèque*, it will be about a third of this.

JOHN BUSBY

Tax rates, scope and reliefs might change. Any statements concerning taxation are based upon our understanding of current taxation laws and practices which are subject to change. Tax information has been summarised; an individual is advised to seek personalised advice.

DO YOU HAVE A QUESTION TO PUT TO OUR PANEL OF EXPERTS? Email us at editorial@livingfrance.com

The experts



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