1 Are there different forms of "registered partnerships" in this Member State? Explain the differences between the different forms?

In France, there is only one type of civil partnership: The Civil Solidarity Pact (*pacte civil de solidarité*), or PACS. It is defined in Article 515-1 of the Civil Code (*Code civil*) as 'an agreement entered into by two natural persons of full age, of different sexes or of the same sex, to organise their life in common'.

Registered partnerships have property consequences between partners and in relation to third parties. These are less wide-ranging than those of a matrimonial property regime and make allowance for the wishes of the partners.

These property relationships are governed by a set of legal rules concerning powers, property ownership and the rights and obligations of partners during the PACS.

Partners are otherwise subject to a form of mandatory primary regime, regardless of the property regime chosen. In this regard, Article 515-4 of the Civil Code provides that partners commit themselves to cohabitation, as well as to material aid and mutual assistance. In addition, partners are in principle held jointly and severally liable to third parties for debts incurred by one of them for daily needs.

2 Is there a statutory property regime for registered partnerships in this Member State? What does it provide? To which forms of "registered partnership" does it apply?

Under French law, PACS partners can choose between two property regimes.

Firstly, the ordinary law regime (in the absence of a specific agreement), i.e. separation of property together with a presumption of ownership in common in the absence of proof to the contrary. Thus, each partner continues to administer, enjoy and freely dispose of their own assets and each remains solely liable for personal debts incurred before or during the pact (Article 515-5 of the Civil Code). Only if it is proved that the asset is not the property of one of the partners will it be deemed to be owned by them jointly, half each.

Secondly, partners may opt for an agreed regime of joint ownership of after-acquired property. Assets acquired together or separately in the course of the PACS are deemed to be owned by them jointly, half each (Article 515-5-1 of the Civil Code). However, certain assets specified in Article 515-5-2 of the Civil Code remain the exclusive property of each partner, for example monies received by each after the signature of the PACS and not used to acquire property, assets created and their ancillaries, personal assets, assets or portions of assets acquired with monies belonging to a partner before the registration of the initial or amending agreement, assets or portions of assets acquired with monies received by gift or inheritance and, finally, shares of assets acquired in a sale by auction of property owned in common by one of the partners in an undivided estate or from a gift.

For the record, the PACS is the only form of civil partnership in France.

3 How can partners arrange their property regime? What are the formal requirements in this case?

Partners may conclude their PACS agreement before a registrar (*officier de l'état civil*) or before a notary (*notaire*).

Article 515-3 of the Civil Code provides 'that persons entering into a civil solidarity pact shall make a joint declaration to the registrar for the municipality in which they are establishing joint residence, or, where there is a serious impediment to their establishing such residence, before the registrar for the municipality in which one of the partners is resident'. On that occasion the partners present the agreement they have signed to the registrar.

The PACS agreement may also be concluded by notarial act. The notary drawing up the instrument then obtains the joint declaration, registers the pact and arranges the publication formalities (fifth paragraph of Article 515-3 of the Civil Code).

Partners may opt for a joint ownership of after-acquired property arrangement as defined in Article 515-5-1 of the Civil Code. Otherwise they will be governed by the statutory separation of property regime provided for in Article 515-5 of the Civil Code.

In the course of a PACS the partners might decide to amend or change the property regime in an amending agreement, which must be published in the same way as the original pact. This is to be handed over or sent to the registrar or notary who received the original document for registration (sixth paragraph of Article 515-3 of the Civil Code).

4 Are there restrictions on the freedom to arrange a property regime?

Unless otherwise stated in the agreement, the property regime for partners in a PACS is the separation of property regime. However, partners may expressly decide on the joint ownership of after-acquired property arrangement defined in Article 515-5-1 of the Civil Code. 'Partners may opt in the original agreement or an amending agreement for joint ownership of assets they acquire, together or separately, from the time the agreements are registered. Those assets are then deemed to be jointly owned half each, without recourse by one partner against the other for an unequal contribution'.

Whichever regime is chosen, partners are also subject to a mandatory primary regime defining their rights and obligations to each other and to third parties. In this regard, Article 515-4 of the Civil Code provides that partners commit themselves to cohabitation, as well as to material aid and mutual assistance. In addition, partners are in principle held jointly and severally liable to third parties for debts incurred by one of them for daily needs.

5 What are the legal effects of dissolution or annulment on the property consequences of the registered partnership?

Article 515-7 of the Civil Code provides that the PACS is dissolved by the death of one of the partners or the marriage of the partners or one partner. In that case, the dissolution takes effect on the date of the event. It is also dissolved by joint declaration by the partners or a unilateral decision by one partner.

In the relationship between the partners, dissolution of the PACS takes effect on its date of registration. It is effective against third parties from the day on which the publication formalities have been completed.

Dissolution or annulment of the partnership entails liquidation of the property regime.

According to the tenth paragraph of Article 515-7 of the Civil Code, the partners are responsible for liquidating the rights and obligations arising from the PACS. A judge will only rule on the property consequences of the separation if they fail to reach an agreement.

Each partner recovers his or her personal property.

Jointly owned property is shared half and half, unless different contractual arrangements are made. In particular, there is nothing to prevent former partners continuing to own property in common.

Debts between partners are to be settled.

The provisions on preferential allocation by partition (Articles 831, 831-2, 832-3 and 832-4 of the Civil Code) are applicable between partners.

6 What are the effects of death on the property consequences of the registered partnership?

The death of one of the partners has the effect of dissolving the registered partnership on the day of death and entails liquidation of the property regime in accordance with the same arrangements as above.
Under the French law of inheritance, the surviving partner is not a legal heir. However, he or she may be appointed an heir in a will.
The survivor may claim a right to temporary possession for one year of the property actually occupied as his or her main residence on the date of death (as provided for in the first and second paragraphs of Article 763).
However, that right is not public policy and the deceased person may deprive the survivor of it in a will.
The survivor may also apply for preferential allocation of the family home when the deceased has made express provision for that in his or her will (second paragraph of Article 515-6 of the Civil Code).

7 Which authority has the competence to decide in a case relating to the property consequences of the registered partnership?

The family court judge (*juge aux affaires familiales, JAF*) has jurisdiction for co-ownership between partners in a PACS or cohabitees (Law No 2009-506 of 12 May 2009 on simplification of the law (*loi n° 2009-506 du 12 mai 2009 sur la simplification du droit*), Decree No 2009-1591 of 17 December 2009 on proceedings before the family court judge relating to matrimonial property regimes and ownership in common (*décret n° 2009-1591 du 17 décembre 2009 relatif à la procédure devant le juge aux affaires familiales en matière de régimes matrimoniaux et d'indivisions*), Circular CIV/10/10 of 16 June 2010 on the powers of the family court judge in respect of liquidation (*circulaire CIV/10/10 du 16 juin 2010 sur les compétences du juge aux affaires familiales en matière de liquidation*)).

8 What are the effects of the property consequences of the registered partnership on legal relationships between a partner and a third party?

According to the second paragraph of Article 515-4 of the Civil Code, which is applicable regardless of the property regime chosen by the partners, partners are held jointly and severally liable to third parties for debts incurred by one of them for daily needs However, such joint and several liability shall not apply to expenditure that is manifestly excessive. Nor shall it apply if such debts were not incurred with the consent of both partners for hire purchase or loans, unless these are for small sums necessary for daily needs and the cumulative amount of the sums, in the case of multiple loans, is not manifestly excessive in the light of the household’s lifestyle.
According to the third paragraph of Article 515-5 of the Civil Code, the partner who individually owns a movable asset shall be deemed, in respect of a third party acting in good faith, to have the power to carry out any act of administration, enjoyment or disposal in respect of that asset.

9 A short description of the procedure for the division, including partition, distribution and liquidation, of the property of the registered partnership in this Member State

According to the tenth paragraph of Article 515-7 of the Civil Code, on dissolution of a PACS the partners are responsible for liquidating the rights and obligations arising from the PACS. A judge will only rule on the property consequences of the separation if they fail to reach an agreement.
The partition may be by amicable settlement or through the courts. With an amicable settlement, a partition agreement is drawn up between the partners. This will be in the form of a notarial act if it relates to property requiring land registration. Partition will be arranged through the courts if the parties fail to reach agreement on the liquidation or distribution of property. The judge will rule on applications for continued joint possession or preferential allocation (Article 831 of the Civil Code).
If the partners were subject to the ordinary law property regime, i.e. separation of property, all assets that the partners were able to prove were owned by one or other partner will revert to their owner. Similarly, a partner’s personal debts will remain personal. On the other hand, assets that have not been proved to be the property of one or other partner are deemed to be jointly owned, half each.
If the partners had opted for an agreed regime of joint ownership of after-acquired property, the jointly owned assets are deemed to belong to each partner, half each. Accordingly, the jointly owned assets will be divided half and half between the partners, subject to the assets that remain the property of each (see above and Article 515-5-2 of the Civil Code).
The provisions on preferential allocation by partition (Articles 831, 831-2, 832-3 and 832-4 of the Civil Code) are applicable between partners.

10 What is the procedure and documents or information typically required for the purpose of registration of immovable property?

In the case of partition by amicable settlement of property subject to land registration (in other words immovable property), the deed of liquidation and partition must be received in notarised form.
Article 710-1 of the Civil Code stipulates that, ‘in order to give rise to land registration formalities, any act or right must be based on a notarised act received by a notary practising in France, a court decision or an authentic instrument from an administrative authority’.

Last update: 09/03/2022

The national language version of this page is maintained by the respective EJN contact point. The translations have been done by the European Commission service. Possible changes introduced in the original by the competent national authority may not be yet reflected in the translations. Neither the EJN nor the European Commission accept responsibility or liability whatsoever with regard to any information or data contained or referred to in this document. Please refer to the legal notice to see copyright rules for the Member State responsible for this page.