

Full title of law or regulation

Code for Field Marketing (CFM) 2023 (*Code voor Fieldmarketing (CFM) 2023*)

<https://www.reclamecode.nl/nrc/code-voor-fieldmarketing-cfm/>

This is an unofficial, non-binding translation of the August 2023 Filed Marketing Code administered by SRC in The Netherlands. In some cases, largely where clauses remain unchanged, the translation has been taken from the original SRC English version.

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## I. Definitions and Scope

The CFM applies to advertising relating to sale and promotion off-premise.

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Article 1

In this code the following is understood to mean:

Definitions

“Advertiser”: a company, institution or (non-profit) organisation advertising via field marketing either under its own control or via an agency.

“Field marketing agency”: the organisation (or organisational unit) involved (inter alia) in field marketing by order of the advertiser.

“Intermediary”: an organisational unit (natural person or legal entity) that facilitates between the advertiser and the consumer, directly or indirectly (via a distribution platform, e.g.) for the benefit of an advertiser, subject to a fee. Intermediaries fall under this definition when there is prior assignment by the advertiser or (if there is no prior assignment) when the intermediary demonstrates and confirms in writing that recruitment has taken place in accordance with this code.

“Consumer”: a natural person not acting in the performance of a profession or business.

“Field marketing”: the planned and systematic promotion of goods, services or ideas, for the benefit of an advertiser, outside own sales areas, in public spaces or door2door. Field Marketing includes presentation, promotion, activation and direct sales involving standard content not aimed at the individual recipient. This does not cover collection.<sup>1</sup>

“Field marketer”: the person who is professionally involved in field marketing.

“Field marketing pitch”: the conversation in which field marketing takes place.

“Return appointment”: the appointment with a specific subject, date and time that the field marketer makes with the consumer because the door2door recruitment was not convenient.

“Right to object”: the right of the consumer to object directly to the advertiser or intermediary to the further use for field marketing purposes of his/ her contact details by the advertiser or intermediary.

“Direct sales”: field marketing aimed at executing an agreement with a consumer. ‘Direct sales’ is also understood to mean recruiting subscribers and donors via field marketing.

“Promotion”: field marketing aimed at making products tangible or visible, without any direct sales taking place, such as handing out printed advertising (flyering/ leafleting), collecting personal data of prospects (lead generation), sampling and recruitment at fairs and events.

“Street marketing”: field marketing that takes place in public spaces.

“Door2door recruitment”: field marketing through home visits.

“Sales Area”:

1: any immovable retail premises where the trader carries out his activities on a permanent basis, or

2: Any movable retail space where the trader carries out his/ her activity on a regular basis.

Explanation:

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<sup>1</sup> +Collection: a public collection of money or goods, including a subscription list

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The CFM oversees advertising related to sales and promotion off-premise. In such a situation, additional information requirements and a possible withdrawal period apply because a consumer is not prepared for such a sales pitch. This is the case with street marketing and door2door recruitment taking place in the street. However, this is also the case when the trader has a temporary stand at a fair, an event or at another dealer's home, i.e. not being the place where he/ she usually carries out his / her business activities.

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## II. General

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Article 2  
Advertising recognition  
and asking permission.

### Paragraph 1

When starting a field marketing pitch, the field marketer must make the commercial, 'idealistic' (voluntary organisations, faith and equalities groups, social enterprises etc.) or charitable purpose of the pitch clear to the consumer. Following this, the field marketer should ask whether the field marketing conversation is convenient.

### Paragraph 2

If it is not apparent from the commercial, idealistic or charitable purpose, the field marketer must indicate to the consumer the identity of the advertiser and the purpose of the field marketing pitch.

### Paragraph 3

If recruitment is undertaken by an intermediary, the intermediary's business name must first be stated at the beginning of each field marketing interview. An intermediary should never give the impression of:

- Acting for multiple advertisers while in reality acting for one;
- An overall view of the market when in reality only a select group of advertisers is being represented;
- An independent organization, when it is in reality influenced by fees.

Explanation:

The name of the advertiser or intermediary must be a business name registered with the Chamber of Commerce.

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Article 3  
Recognisability of field  
marketers

### Paragraph 1.

Field marketers wear;

1. A valid Dutch ID, and;
2. A clearly visible badge with the trade name of the advertiser or intermediary and his or her name, and;
3. Identifiable clothing that clearly shows on behalf of which advertiser or intermediary they work. This can be done, for example, by including the advertiser's or intermediary's logo on their clothing.

### Paragraph 2

If requested by the consumer, the field marketer will state for which field marketing agency he/ she works.

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Article 3.1  
Duty of care/ chain of  
responsibility

Advertisers must ensure that their field marketing agencies, and other third parties engaged by them (directly or indirectly), such as intermediaries, also operate in accordance with this code and comply with applicable legislation and self-regulation. Advertisers, intermediaries and field marketing agencies must keep written proof of the correct application of these recognition/ transparency measures.

Explanation

Documentary evidence of the proper application of the transparency/ recognition measures

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should be correctly maintained.

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### III. Execution

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Article 4 Unfair Commercial Practices	<p>Paragraph 1</p> <p>An unfair and misleading approach is not permitted. The provisions of Articles 7 and 8 of the Dutch Advertising Code apply in full.</p> <p>Paragraph 2</p> <p>The special advertising codes from the Dutch Advertising Code are, insofar as they are relevant because of the product/ service to be promoted and/ or because of the target group, fully applicable to field marketing, in particular provisions relating to promotions in the Advertising Code for Alcoholic Beverages (RVA) and the Advertising Code for Games of Chance (RVK).</p> <p>Paragraph 3</p> <p>During field marketing activities, the field marketer will:</p> <ul style="list-style-type: none"><li>• Not mislead the consumer;</li><li>• Not approach the consumer aggressively;</li><li>• Approach the consumer with a maximum of two field marketers for a field marketing pitch;</li><li>• Address the consumer only once when he/ she is passing;</li><li>• Discontinue an approach as soon as the consumer unequivocally states that he/ she is not interested;</li><li>• Not block or obstruct the pedestrian flow or the pavement.</li></ul>
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Article 5 Vulnerable Consumers	<p>In field marketing pitches the inexperience and/or vulnerability (e.g. by reason of age and/or knowledge of the Dutch language) of the consumer shall not be taken advantage of. If, in reasonableness, it must be clear that the consumer does not have the capacity or will to engage in a conversation or enter into a supply agreement or does not sufficiently understand the content or purpose of the talk or the agreement, the recruiting shall be ceased.</p> <p>Paragraph 2</p> <p>No field marketing may be carried out in retirement/ nursing homes/ apartments, or locations where the advertiser, the intermediary, the field marketing agency and/or the field marketer (should) know not to find the public having the capacity and/ or desire to enter into an agreement.</p>
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### IV. Age Restrictions

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Article 6 Underage Consumers	<p>Paragraph 1</p> <p>It is not allowed to gather personal data from consumers the field marketer knows, could know or should know to be under 16 years of age, except with the permission of the parent or legal guardian.</p> <p>Paragraph 2</p> <p>It is not permitted to conclude a Direct Sales deal with consumers the field marketer knows, could know or should know to be minors.</p> <p>Paragraph 3</p> <p>a. It is not permitted to hand out product samples to consumers under 13 years of age except with the permission of the parent or guardian.</p>
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b. It is not permitted to hand out product samples with an age restriction to consumers the field marketer knows, could know or should know to be minors.

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#### V. Working times

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Article 7

Paragraph 1

Street marketing takes place in the designated location and during the designated times in accordance with national or municipal regulations, or within set opening hours of fairs or events.

Paragraph 2

a) Door2door recruitment may only be conducted from 09:00 AM to 09:00 PM on weekdays and from 10:00 AM to 08:00 PM on Saturdays, unless otherwise specified in sector-specific regulations or guidelines. Door2door recruitment is not permitted outside these times, on Sundays and New Year's Day, Easter Monday, Ascension Day, Whit Monday and Christmas Day and Boxing Day.

b) On Good Friday, May 4, December 5 and December 24, door2door recruitment is not permitted after 7:00 PM.

c) Door2door may deviate from the provisions of paragraphs 1 and 2 of this article if activity relates to a fixed return appointment with the consumer.

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Article 8

Additional provisions for direct sales

If the field marketing activity is aimed at effecting direct sales or a donation agreement with a consumer, then the field marketer will provide the consumer with the information from article 8.4 of the Dutch Advertising Code in a clear and comprehensible manner prior to entering into the agreement.

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#### VI. Additional provisions for door2door recruitment

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Article 9

Right to object

Paragraph 1

Field marketers must respect all unambiguous statements from the consumer that state or which show that he/ she does not want door2door sales, which in any case includes the existing do-not-ring stickers<sup>2</sup>, with which the consumer specifies no door2door sales.



Paragraph 2

a. The contact details of the consumer stating he/ she does not wish to receive door2door sales from the advertiser will (with due observance of the GDPR) be passed on to the advertiser on whose behalf the field marketer acts.

b. If the advertiser or intermediary does not facilitate a direct right of objection, the field marketer will, at the request of the consumer, provide information about how the consumer can obtain a do-not-ring sticker.

Explanation

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<sup>2</sup> This code recognises in any event the stickers shown under Article 9 paragraph 1.

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When the right of objection is lodged with an intermediary, this does not mean that the advertisers with which he/ she is associated are no longer allowed to approach the consumer. When registering the objection, the intermediary will explain that the objection will be implemented within its own organisation, but that the consumer can still be approached directly by advertisers and that if he/ she does not want that, he/ she can lodge an objection with that advertiser, for example via the website

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## VII. Complaint handling

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### Article 10

#### Complaint handling

#### Paragraph 1

Anyone who believes that they have been approached by a field marketer in breach of this code may submit a complaint in writing or by e-mail to the advertiser, the intermediary or the field marketing agency. In the latter case, the field marketing agency will inform the advertiser and it is assumed that both the advertiser and the field marketing agency are parties to the proceedings stated in paragraph 2 of this article. The advertiser and the intermediary are obliged to investigate the complaint and to inform the complainant as soon as possible but within four weeks at the latest, about the outcome of such investigation.

#### Paragraph 2

If the complaint primarily concerns an aggressive field marketer approach, unauthorised recruitment times or any other intrusive approach, the complainant must first of all bring this before the advertiser or intermediary, if known. If such a complaint is addressed to the field marketing agency, the agency must disclose the name and address of the advertiser to the complainant at the first request.

#### Paragraph 3

The complainant who has not been informed in time, i.e. in accordance with paragraph 1 of this article, or who considers the handling of his/ her complaint unsatisfactory, may subsequently submit a complaint to the Advertising Code Foundation, in accordance with the articles of association and regulations of this Foundation. In the absence of a timely response, the complaint must be submitted to the Advertising Code Foundation within four weeks of the expiry of the period referred to in paragraph 1 of this article and, in the event of an objection to a response, within four weeks of receipt of that response, unless the complainant can demonstrate that this cannot reasonably be expected.

#### Paragraph 4

The Advertising Code Committee or the Board of Appeal may specify when allowing a complaint whether the breach of this Code can be attributed to the advertiser and/ or the field marketing agency.

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The CFM has been part of the Dutch Advertising Code since January 1, 2016 and was last amended on August 1, 2023. This code will be evaluated one year after the last date of entry into force and periodically adjusted where necessary.

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