



## Code of Conduct for Consumers

CODE OF CONDUCT FOR MEMBERS OF THE DUTCH COUNCIL OF TRAINING AND EDUCATION  
(NRTO)

*A code is nothing, coding is everything.*

### **Preamble**

This Code of Conduct monitors the NRTO membership of entrepreneurs who enter into a contract with natural persons trading in their private capacity (consumers), for the offering of training courses and/or developing and conduct of examinations. The term 'training' includes all types of education, training, course or workshop, irrespective of its duration, including both distance learning and contact education. The term 'examinations' includes all types of assessments of the knowledge, insight, attitude and skills of a candidate who, by means of assignments across a coherent set of disciplines, has to deliver a number of results, based on which the candidate can be awarded with a certificate, from which certain rights or powers can be derived, taking into account certain criteria and rules. Members of the NRTO must, in all aspects of their conduct and within the framework of the aims of the NRTO, be able to stand up to public scrutiny, which is why this Code of Conduct may function as our business card. As association of entrepreneurs within the private training, education and examination sector we apply the general principles of proper education'), which are derived from the general principles of 'good corporate governance'. Our members are expected to comply with these principles and to apply the norms and values of this Code of Conduct in practice. These principles include several procedural elements, such as the right of defence and impartiality, but also many important values such as integrity, transparency, and the duty of accountability for one's actions. The essence of the Code of Conduct lies partly in the manner in which the practice of conduct is monitored and whether it operates according to these principles. A Commission for Quality Control has been set up to ensure that the Code of Conduct is being applied in practice. The NRTO Committee is responsible for setting up the Commission and their working method is included in the NRTO regulations. Experience will tell whether the Code of Conduct is useful and effective. If the Code of Conduct appears to contain inadequate terms or clauses to describe certain actions as incorrect, unfair or contradictory to this code, then any possible future amendments to the Code may be presented to the NRTO Commission for Quality Control, and an addition or modification may be proposed to the ALV (General Assembly of Members). External organisations who have a supervisory role within the NRTO may also come up with proposals for improvement or amplification of the Code, which may then lead to the amendment of the Code via the Commission for Quality Control. The entrepreneur is responsible for the quality of (the purchase of) the products he supplies or the services supplied by freelancers. The entrepreneur formulates quality conditions for the purchase, in

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accordance with the regulations of the Code of Conduct, without establishing any employment relationship with the supplier of these products or services. In using the Code of Conduct no employment relationship may be concluded by the teachers involved, or by the entrepreneur or by a third party. The independent position of the freelance teachers remains unaffected. If a legally binding complaints procedure has been prescribed, then the relevant provisions prevail over those of this Code of Conduct. The Code will be put on the agenda each year at the Annual General Members' Meeting (the ALV) for evaluation; points of constructive criticism, complaints that have come to the attention of the Commission for Quality Control, or obligations which the NRTO has entered into with third parties, will all be included in this evaluation. All those who apply for new NRTO membership will be asked to sign the Code. The principles of this Code of Conduct which are set out in more detail below, are:

- Principle of care.
- Principle of legal certainty.
- Principle of reasonableness.
- Principle of reliability.
- Principle of foreseeability.

### **1. Principle of care**

General:

The entrepreneur works with care with the staff who are qualified trainers or examiners. If specific requirements apply for the practical course programme, they comply with these. The interests of the consumer will not be harmed. Advertisements must reflect reality. Foreign consumers are offered an integral set of provisions which is in accordance with the necessary requirements deemed necessary for attending and completing a training and/or examination programme in this country.

#### **1.1 Provision of information**

The information which is provided to potential consumers orally or in writing will be truthful and accurate at all times. The language used in the contracts must be lucid and unambiguous. At least one person working for the entrepreneur must be fully familiar with every training and/or examination programme on offer, the minimal expectations of the consumer, and the contract requirements.

#### **1.2 Coaching**

The entrepreneur must ensure that the rights and duties of the officials (teachers and/or individuals who play a part in the examination procedure) are clearly stated (for example payment, working hours, etc.). Officials must be adequately trained in the working method and administrative system of the entrepreneur. Officials must receive good coaching in the (distinctive) professional criteria required. The entrepreneur is responsible for the deployment of freelance officials and for the (didactic, professional and/or examination) quality delivered. The entrepreneur is responsible for providing for a coherent course programme, despite the deployment of freelance officials, and entrusts one of the permanent employees with tasks concerning the co-ordination of the programme. Arising from this is regular feedback and the need for regular feedback respectively (as often as is necessary, but minimally once every 12 months) to the official concerning the lessons and training he has provided as well as the assessment criteria used by him for any formative tests he has administered and/or the quality of the activities he has performed as part of the examination process. Freelance teachers (teachers without an authority relationship with the entrepreneur) may

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expect the entrepreneur to use the (consumer's) evaluation details of the services or products delivered when considering a possible new contract.

### 1.3 Work processes

Consumers must be registered speedily and efficiently and be sent the course material or preparatory material for the examination or test, if applicable, speedily. All information supplied by the consumer will be handled in confidence by the entrepreneur and his employees. An accurate administration must be kept: which consumers are registered, for which training course and/or examination and in which period. The course material must be sent within a reasonable period of time following the administration of the registration or supplied at the start of the training course programme. Incorrect or damaged course material must be replaced immediately. Consumers must be informed if they have paid too much and must be reimbursed as soon as is practically possible. The consumer must receive a copy of the terms and conditions of registration for his own administration. All necessary reimbursements must be processed within 30 days. The consumer is informed, without any ambiguity, about the time span within which the examination results/the corrected course work/formative test assignments will be returned. The period of time between receiving back both the corrected work and test assignment questions must be in reasonable proportion to the consecutive assignment. Administrative procedures must be applied to ensure that all examination work, on receipt by the entrepreneur, is submitted to the evaluator and returned to the course participant within a reasonable period of time. The same applies to questions of an administrative nature or those relating to the course and/or examination. Letters which require a foreseeably longer processing time must be replied by return of post or email, acknowledging receipt of the letter and giving an indication of time when the original sender can expect a detailed reply to the question(s) concerned.

### 1.4 Course material

The authors of the course material must be specialists in the subject area or discipline concerned (if applicable). The course material must be suitable for the educational level intended and the expectations as formulated by the entrepreneur (if applicable). The material must be up-to-date and technically correct (if applicable). Each course programme must contain clear instructions about what is intended. An entrepreneur is obliged to carry out course evaluations and officials' evaluations.

### 1.5 Training support (if applicable)

All course assignments must be relevant to the course subject and actually serve (in concrete terms, not just in theory) to help the participant to reach his objectives. The comments given by the course trainer must always be clear and must contribute to the training objective. Someone who can handle any oral questions concerning training support promptly, must be available at the office at all times.

### 1.6 Training course and exams

All officials must be experts in their subjects. The entrepreneur has a clear training plan, including a transparent structure of the training programme (if applicable). In case of e-learning including the use of IT in the area of learning, learning support and consumer services), the quality of the training course must at least be equal to other forms of distance learning (if applicable). The examination process must be clearly stated prior to course registration. The number of formative exams offered and subsequently marked by the evaluator must be in accordance with the subject-matter and the length of the training and/or examination programme. Exams must have clear instructions and

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details about their procedure. All exams must be developed and assessed by qualified staff. The examination material must meet the relevant criteria. For training courses on MBO-level, the criteria can be derived from the corresponding requirements set by the Education Inspectorate. For training courses on HBO-level, these can be derived from the NVAO Accreditation Framework. It must be clearly stated whether the exam may result in a qualification or competence and type of qualification (such as whether it is legally recognised, recognised by the sector, accredited with EVC [Recognition of Acquired Skills] and such like). The entrepreneur offers consumers the opportunity to inspect a marked exam or part thereof within a reasonable period of time following the publication of the examination result and prior to a resit examination. Following the publication of the results of the examination or part thereof, rejected candidates must be informed about other possibilities open to them (e.g. further training, resit, etc.)

#### 1.7 Facilities (if applicable)

In the case of contact education or if contact education forms an integral part of a written training course programme, suitable facilities must be available. Opportunity must be given to the consumer for exchange of information between the entrepreneur and himself. Consumers must be given – on time and as long as is necessary - digital access to all the e-learning facilities, if these are considered obligatory.

#### 1.8 Recruitment

Concerning recruitment campaigns and recruitment material the following advertising code for courses is observed:

*Advertising publicity of courses should reflect truthfully the institution offering the course, the auspices under which the course is offered, and the course itself. The advertising must not include any suggestion of results that cannot be accomplished reasonably and of “grades” that have not been recognised or licensed.*

In addition to this, NRTO members respect one another as colleagues and refrain from negative and competitive communication and publicity. Use of the NRTO name and logo is allowed in situations that are considered consistent with the spirit of the Code of Conduct. The entrepreneur conforms to the trademarks supplied by the NRTO. The right to use the NRTO name and logo ends by operation of law when the membership ends. For the purpose of this the entrepreneur honours the trademark law, and possibly other intellectual rights, belonging to the NRTO.

## **2. Principle of Legal Certainty**

### 2.1 Attitude

The entrepreneur has an adequate complaints procedure at his disposal. According to the general terms and conditions of the NRTO a person may appeal, following the completion of the complaints procedure, to the Disputes Committee or the courts.

### 2.2 Complaints procedures

The complaints procedures with respect to training courses, exams or tests are public. The officials referred to are existing persons and hold identifiable positions and are specified by name in the complaints procedure. Complaints must be considered within seven working days and processed as soon as possible. If more time is needed for investigation, the consumer must be notified of this and an explanation of the delay within seven working days; in addition, he must receive an indication of

when a definite answer will be given. In the interest of the complaints procedure a person may only act in one function. A complaint will be handled in confidence at all times.

#### 2.3 Registration of the complaint

Complaints and the manner of processing are registered and archived for at least two years.

### **3. Principle of Reasonableness**

General:

Both the services offered and acting in a professional capacity must be in reasonable relation to the efforts and costs as required and stipulated. The rules as formulated by the entrepreneur concerning time frames and deadlines are enforced limited by considerations of reasonableness (and a possible invocation of the hardship clause). The rightful interests of the consumer will be explicitly taken into account. If in doubt, the entrepreneur may seek advice from the Commission for Quality Control.

### **4. Principle of Reliability**

General:

The consumer must be able to trust that the agreements/decisions which have been made with the entrepreneur remain in force during a reasonable period of time – at least for the duration of the training and/or examination programme.

#### 4.1 Resolutive condition

Considerable interim changes to the contract conditions may only be implemented if the consumer has been given the right to terminate the contract without any costs.

#### 4.2 Formal education or training

Entrepreneurs offering formal training (training and/or examination subject to legislation) observe the criteria included in the relevant legislation concerning quality control, care and examination. If the legal basis of the given training and/or examination becomes invalid or expires (e.g. due to loss of accreditation) every effort will be made to ensure that consumers will not suffer any loss or harm from this.

### **5. Principle of Foreseeability**

General:

General terms and conditions such as admission criteria, conditions of payment, etcetera, must be made known and/or publicised in advance. The general terms and conditions must be made available to the consumer by the entrepreneur prior to the formation of the contract.

#### 5.1 Training method

It must be clearly stated if the training method is primarily based on contact education or distance learning. In the case of distance learning it must also be clearly stated whether any form of contact education that may take place is an integral part of the corresponding training course programme or merely an additional part.

## 5.2 Study guide and website respectively

The information provided via promotional material, study and examination guides and a website, must be correct and informative. This entails that both the status of all diploma's, certificates and testimonials, and the status of the corresponding examination process, as well as the quality assessments of the Dutch Council of Training and Education (NRTO), must be represented truthfully and accurately:

- Unambiguous description of the type of training course and/or examination; for example and if relevant:
  - CROHO-registration (register of the formal HO-courses (Higher Education courses), specifically:
    - legally recognised bachelor's or master's degree.
    - date of new accreditation.
  - Other, formally recognised bachelor's or master's degree (source indication).
  - CREBO-registration (register of the formal BVE-courses (vocational education courses)).
  - Other registrations such as of a branch of industry.
  - Authoritative source/institution which issues admission to the legal professions or judiciary (in-company training, professional training).
  - Type and nature of any corresponding examination process.
- Code of Conduct (document).

The study guide and -information as well as the website must at least contain the following details:

- The name of the training and/or examination programme.
- The content of the training and/or examination programme (syllabus).
- The level of the training and/or examination programme.
- The length of the training and/or examination programme (if applicable).
- The aims of the training and/or examination programme.
- The study load for the consumer, meaning the time (hours per week) invested in study by the consumer and, the number of study points to be earned, if applicable.
- Qualifications to be gained (if applicable).
- In-house (training institute) or external (sector or state) exams given.
- The number of examination components that are part of the training and/or examination programme as well as re-sit examinations.
- Exemption rules.
- The target group for the training and/or examination programme.
- The assumed starter level (in other words, criteria for previous qualifications).
- Clarification of the specific conditions demanded by the entrepreneur, or by the authority concerned, of the training and/or examination programme or the contract.
- Details of the course material provided and/or to be purchased (if applicable).
- The complaints procedure including the appeal body.

### 5.3 Training and/or examination contract

The contract with the consumer must have a description of:

- The name of the training and/or examination programme and the name of the entrepreneur.
  - The costs of the training and/or examination programme.
  - The supervision and services which are included.
  - The terms and conditions of payment.
  - The instalments of payment.
  - The duration of the contract.
  - The conditions of cancellation.
  - Details of possible guarantees.
  - The time for reflection of at least fourteen days before entering into the contract.
  - Who has the copyright.
  - Who has the property rights of the training course and/or examination material (consumer or entrepreneur).
  - Who has the property rights of the examination results.
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#### APPENDIX: Monitoring by the NRTO of observance of the rules

The NRTO carries out examinations reactively, which means that it will examine a case on request by a third party; such a request may also be a complaint or observation which calls into question the quality of a NRTO member. The working method may differ depending on whether it is a complaint from a consumer, a NRTO colleague or a third party. The ultimate sanction for a member remaining in default is expulsion from the NRTO including publication of this expulsion on the website.

The complaints procedure is described in the rules and regulations of the NRTO and can be consulted through the secretariat.