



ITL Code of Professional Conduct

As approved by ITI members at
the AGM on 8 September 2013

Subsequent amendments:

- 3.1.4, Principle 3 - approved at the AGM on 29 October 2016
- 2.3.1, Principle 2 - approved at the AGM on 13 October 2018
- Minor word amendments - 5.1/2.8.1(a)/2.8.1(b) approved at the AGM on 08 October 2022
- 2.5.2, Principle 2 - approved at the AGM on 08 October 2022
- 3.1.4, Principle 3 - approved at the AGM on 08 October 2022

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1 Introduction

- 1.1 The Institute of Translation and Interpreting ("the Institute") is a membership organisation and the professional body for qualified translators and interpreters in the UK. Its membership includes both individual members and corporate members (companies and organisations).
- 1.2 We welcome corporate membership from companies and organisations that share our core values. Ultimately, such corporate membership is at the discretion of the Institute and is based on sharing the Institute's principles of practice and professional values.
- 1.3 Adherence to the standards of conduct, competence and practice set out in this Code of Professional Conduct ("the Code") are fundamental requirements of membership of the Institute. The Code sets high standards for the Institute's members.

2 The purpose of the code

- 2.1 Through this Code, the Institute can ensure that the highest standards are consistently maintained amongst its members.
- 2.2 All members must commit themselves to uphold and maintain the standards set out in the Code, which includes the spirit of the Code as well as its express written terms, and must agree to comply with all reasonable requests to investigate breaches of the Code. Members must act in good faith and take all reasonable steps to resolve disputes and breaches of the Code before official complaints for breach are made to the Professional Conduct Committee.
- 2.3 A breach of the Code or a dispute that cannot be resolved satisfactorily by the member(s) acting in good faith under clause 2.2 above, which comes to the Institute's attention, howsoever it comes to the Institute's attention, including by written communication, by telephone or via a third party, suggesting that a member's conduct may not be compliant with the Code, will be reviewed by the Professional Conduct Committee in accordance with the Procedure for breach of this Code of Professional Conduct.
- 2.4 Members must ensure that they comply with all relevant legal obligations. It is not the remit of the Code to set out all the legal obligations applicable to the Institute's members.
- 2.5 Any member found to be in breach of the Code may be subject to disciplinary action, up to and including revocation of membership, by the Institute.

3 Principles of practice

- 3.1 Members are required to act in accordance with the following principles:
 - (a) Principle 1 - Honesty and integrity
 - (b) Principle 2 - Professional competence
 - (c) Principle 3 - Client confidentiality and trust
 - (d) Principle 4 - Relationships with other members

4 Professional values

- 4.1 Members are required to act in accordance with the following professional values:
- (a) To convey the meaning between people and cultures faithfully, accurately and impartially;
 - (b) To hold in confidence any privileged and/or confidential information entrusted to us in the course of our work;
 - (c) To represent our qualifications, capabilities and responsibilities honestly and to always work within them;
 - (d) To enhance those capabilities at every opportunity through continuing education in language, subject field and professional practice;
 - (e) To act collegially by sharing knowledge and experience;
 - (f) To define in advance by mutual agreement and to abide by the terms of all business transactions among ourselves and with others;
 - (g) To ask for and to offer due recognition of our work and compensation commensurate with our abilities. (This does not exclude members providing pro bono work where appropriate);
 - (h) To endeavour in good faith to resolve amongst ourselves any dispute that arises from our professional interactions.

5 Amendments

- 5.1 This Code may be amended from time to time by a majority decision of the Institute's members present or represented at an annual or general meeting, provided that due notice in writing is given.

PRINCIPLE 1 – HONESTY AND INTEGRITY

1.1 Advertising

1.1.1 In advertising their services members must ensure that the information they include is factual and relevant, does not mislead and is not unfair to anyone else. All marketing and promotional material should:

- Be legal, decent, honest and truthful;
- Respect the principles of fair competition (see Principle 2 Clause 2.7 on competition);

and should not:

- Imply expertise or resources beyond those that can be provided;
- Unfairly discredit competitors either directly or by implication;
- Encourage or condone unacceptable behaviour.

1.2 Conflicts of interest

1.2.1 Members shall carry out all work entrusted to them with complete impartiality and shall disclose any business, financial or other interest that might affect this impartiality.

1.2.2 Members' personal, private, religious, political or financial interests should not conflict with their duties and obligations to their clients. Should such a conflict arise it should be declared to the client and if the conflict is unacceptable or cannot be resolved, the member should withdraw from the contract having regard to their contractual obligations.

1.3 Integrity

1.3.1 Members are expected to act with integrity in all their professional and business activities. This means acting with honesty, fairness and impartiality at all times and not allowing themselves to be improperly influenced either by self-interest or the interests of others.

1.3.2 Members should avoid actions or situations that are inconsistent with their professional obligations. If members find themselves in such a situation, they should remove themselves from it as soon as possible. In the most serious circumstances, they should withdraw from the contract having regard to their contractual obligations.

1.3.3 Members should not be party to any statement that they know to be untrue, misleading, unfair to others, or contrary to their own professional knowledge, either by making it themselves, or acquiescing to its being made by others.

1.3.4 Members should seek appropriate advice when faced with a situation that they recognise as being outside their own or their company's/organisation's experience, knowledge or competence.

1.4 Corruption and bribery

- 1.4.1 **Acting Corruptly** - The Institute shall regard members as acting corruptly if they give or offer a gift or advantage to someone with the intention of persuading them to act against their professional obligations and/or the interests of those to whom they owe a duty (such as a client). Members who request and/or accept and act on such an incentive shall be regarded as acting corruptly.
- 1.4.2 **A Bribe** - An incentive to act against one's professional obligations or duty to others is a bribe. However, the exchange of small gifts and advantages in the normal course of business (such as promotional gifts or corporate hospitality) is not prohibited so long as the value to the recipient is not such that it exerts an improper influence over them. No member shall accept remuneration from any party that could be construed as a bribe.

1.5 Media and public statements

- 1.5.1 In making public statements and in their contacts with the media, members must bear in mind that, if they have been identified as members of the Institute, their statements may be interpreted as representing the view of the Institute or of the profession; they shall therefore respond accordingly with dignity and professionalism.

PRINCIPLE 2 – PROFESSIONAL COMPETENCE

2.1 Continuing professional development

- 2.1.1 For as long as they continue in practice, members and, in the case of corporate members, their translator and interpreter employees, are required to undertake continuing professional development as appropriate, in order to continue to offer the highest possible standards of work by maintaining and updating their language skills, subject knowledge or any other skills or knowledge necessary for the work.

2.2 Competence

- 2.2.1 Subject to Principle 2 Clause 2.8 below, members shall refuse work that they know to be beyond their competence either linguistically or because of lack of specialised knowledge, unless the work is to be subcontracted to another translator or interpreter who has the necessary competence, in which case the provisions of this Code and, in particular, Principle 2 Clause 2.6 shall apply.

2.3 Translation

- 2.3.1 Subject to Principle 2 Clauses 2.5 and 2.8 below, members shall translate only into a language that is either (i) their first language; or (ii) their language of habitual use; or (iii) one in which they have satisfied the Institute that they have equal competence. They shall translate only from those languages in which they can demonstrate they have the requisite skills.

- 2.3.2 Subject to Principle 2 Clause 2.8 below, members shall at all times maintain the highest standards of work according to their abilities, ensuring fidelity of meaning and register, unless specifically instructed by their clients, preferably in writing, to recreate the text in the cultural context of the target language.
- 2.3.3 Individual members shall have sole responsibility and liability for work that they accept from clients, whether or not this is delegated or subcontracted.
- 2.3.4 Members shall draw the attention of their clients to any significant ambiguities, errors, omission or imprecise language in the material on which they work.

2.4 Interpreting

- 2.4.1 Members shall interpret impartially between the various parties in the languages for which they are registered with the Institute and, with due regard to the circumstances prevailing at the time, take all reasonable steps to ensure complete and effective communication between the parties, including intervention to prevent misunderstandings and incorrect cultural references.

2.5 Contractual arrangements

- 2.5.1 Before commencing work, members should provide the client with their written terms and conditions of business, unless the work is repeat work for an existing client who has previously been supplied with terms of business or an urgent job, in which case terms of business must be provided as soon as practicable.
- 2.5.2 Members shall endeavour to offer work to other members, and members should endeavour to accept work, on terms and conditions that, as far as is practicable or agreed, are consistent with the Institute's Standard Terms of Business; where no such terms are agreed, the Institute's standard terms shall be deemed to apply by default in any dispute resolution or arbitration proceedings.
- 2.5.3 Any variation to the Institute's Standard Terms of Business must be agreed with the client in writing and must be legally compliant and not conflict with the terms (or spirit) of this Code.
- 2.5.4 Where members accept work on agreed terms they shall not unilaterally vary such terms without valid reason and giving the maximum possible notice to their client, except in cases of force majeure.
- 2.5.5 Where members receive work from a client who is acting as an intermediary they shall not make any direct contact with the intermediary's client without the intermediary's and the client's express agreement. If such agreement is given they shall not make any statements that may be detrimental to their intermediary client's business. This clause is subject to any terms of business that have been agreed between the member and the intermediary. If these terms of business conflict with this clause then the terms of business shall prevail.
- 2.5.6 Members shall act fairly and ethically in respect of their business relationships with suppliers, sub-contractors or customers. Members shall settle all debts properly due without any undue delay or within any period agreed with the creditor.

- 2.5.7 Members shall not accept work contrary to the provisions of this Code, except in the circumstances specified in Principle 2 Clause 2.8 below. They shall not knowingly mistranslate or misinterpret, even if instructed so to do, and shall not accept work that they believe may further any illegal or criminal activity, concerning which they shall have a duty of disclosure to the proper authorities.
- 2.5.8 Members who are employees of the client or are bound by a contract of services shall:
- (a) give their employer loyal, willing and diligent service;
 - (b) deal honestly with their employer's property;
 - (c) not accept any work in breach of the terms of their contract of employment;
 - (d) not accept any bribe, secret commission or corrupt inducement.
- 2.5.9 Members acting as clients shall:
- (a) wherever possible give preference to members of the Institute;
 - (b) encourage and assist non-members employed in any capacity to improve their skills and also, in the case of translators and interpreters, to seek membership of the Institute;
 - (c) ensure that they and their employees and subcontractors observe all relevant clauses of this Code, especially Principle 2 Clause 2.3.3, and shall apply stated procedures to check work not carried out by themselves.

2.6 Sub-contracting

- 2.6.1 If members sub-contract their agreed responsibilities they must ensure that any sub-contractor adheres to any agreed terms and conditions in place and this Code. They should also ensure that when sub-contracting they are not in breach of any agreed terms and conditions or of this Code.

Any individual member engaged by a client on the basis of that individual's skills and expertise as a translator or interpreter must not transfer or sub-contract the agreed responsibilities, including providing a substitute to the client, without first disclosing this to the client at the earliest opportunity. If individual members sub-contract their agreed responsibilities, they must ensure that any sub-contractor adheres to any agreed terms and conditions and to this Code.

2.7 Competition

- 2.7.1 Where members are engaged in any form of competition to secure work they must act fairly and ethically with potential clients and competitors, particularly where these are other members.
- 2.7.2 Members should not enter into agreements with others to fix prices and control markets or otherwise distort competition. Where working under the jurisdiction of UK and EU legislation, they should have due regard to the provisions of the Competition Act 1998 and Articles 81 and 82 of the EC Treaty to ensure that any agreement they enter into, or any practice they undertake, complies with the relevant competition law. Members may find detailed guidance on the Competition & Markets Authority website at <https://www.gov.uk/government/organisations/competition-and-markets-authority>

2.7.3 When competing for work members must not seek to gain unfair advantage with the client to the detriment of other competitors (particularly members) nor attempt to influence the client to show favour or bias.

2.7.4 Members must ensure that they have the appropriate confidence, skills and resources for the work they are tendering for and that any estimate provided is sufficient to complete the work to the highest standards.

2.8 Exceptions

2.8.1 Where a client requires a member to carry out work in circumstances that contravene the provisions of Principle 2 Clauses 2.2 and 2.3 above, the member may, exceptionally, accept the work provided that:

- (a) the member has taken appropriate steps, preferably putting any concerns in writing, to ensure that the client is fully aware of the risks involved;
- (b) the member has satisfied themselves that the client is genuinely aware of the risks involved;
- (c) the client has expressly agreed, preferably in writing, to accept the risks involved;
- (d) the work carries a cautionary notice.

PRINCIPLE 3 – CLIENT CONFIDENTIALITY AND TRUST

3.1 Confidentiality

- 3.1.1 Members shall maintain complete confidentiality at all times and treat any information that may come to them in the course of their work as privileged information, not to be communicated to any third party without prior written authority. They shall also require all those assisting them in their work to be similarly bound.
- 3.1.2 No member shall derive any gain from privileged information acquired in the course of work undertaken.
- 3.1.3 No member shall disclose privileged information about other members.
- 3.1.4 Where a complaint is made to the ITI through the Code of Professional Conduct complaints procedure as a result of an alleged breach of this Code, members are advised to keep confidential all matters (including the fact that a complaint has been made) in relation to any complaint:
 - (a) against themselves by another member or non-member;
 - (b) against another member by themselves;
 - (c) against another member by a member;
 - (d) against another member by a non-member.

Confidentiality regarding complaints made to the ITI through the Code of Professional Conduct complaints procedure is necessary until the complaint has been investigated and appropriate action resolved in order not to prejudice:

- (a) any investigation that results from a complaint having been made; or
- (b) the outcome of such an investigation.

This clause shall not apply to any information that is required to be disclosed pursuant to any applicable laws or the order of any competent court or other regulatory authority.

PRINCIPLE 4 – RELATIONSHIPS WITH OTHER MEMBERS

4.1 Mutual assistance

4.1.1 Members shall assist each other in every practical way and shall conduct themselves loyally towards their fellow members and the Institute.

4.2 Respect

4.2.1 Members must be respectful to each other and shall not intentionally seek to damage another member's reputation or business.

4.2.2 Members must not deliberately approach another member's client with a view to obtaining work from that client.

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