

## **CODE OF PROFESSIONAL CONDUCT**

### **1. FUNDAMENTAL PRINCIPLE**

Members of the Association shall in all cases act in accordance with the high standards appropriate to a professional body. They shall not act to the detriment of the Association, its Members or the profession.

### **2. STATUS AND SPIRIT OF THE CODE**

This Code lays down standards of professional conduct and practice expected of the Association's Members. Not every shortcoming on the part of a Member, or non-compliance with a provision of the Code will necessarily constitute grounds for disciplinary proceedings. However, a failure to follow the guidance of the Code will be taken into account should it be necessary to examine the conduct or competence of a Member.

The fact that a course of conduct is not specifically referred to in this Code does not mean that it cannot form the basis of disciplinary proceedings. Members are expected to be guided in their professional conduct and work as much by the spirit of the Code as by its express terms.

### **3. DEFINITIONS**

**Member** means any Interpreter admitted to membership of the Association, regardless of category. Student Members when undertaking experiential placement as part of their training are also subject to this Code. ASLI Trained Mentors when providing mentoring services are also subject to this code.

**Principal** means any person or body from whom a Member accepts work.

**Consumer** means any person or body who makes use of a Members service.

**Work** means interpreting, translation, mentoring or teaching thereof, or other activities connected therewith.

### **4. STANDARDS OF CONDUCT**

#### **4.1 Confidentiality**

Members shall maintain confidentiality at all times and treat any information which, may come to them in the course of their work, as privileged information, not to be communicated to any third party, without authority.

- This does not preclude disclosure when legally required to do so or when not disclosing information could render the interpreter liable to prosecution.
- This also does not preclude sharing information on a strictly confidential basis within recognised structures of professional support and training, whilst respecting client confidentiality.

## **4.2 Exploitation of Knowledge**

- 4.2.1. No Member shall derive any gain from privileged information acquired in the course of work undertaken.
- 4.2.2. No Member shall accept remuneration from any party in respect of work other than as contractually agreed.
- 4.2.3. Members shall carry out all work entrusted to them in an impartial way and shall be seen to do so. They shall also disclose any business, financial or other interest that might affect this impartiality.

## **4.3 Dispersion of Work**

No Member shall subcontract work without their Principal's prior knowledge and agreement, nor without defining the changed responsibilities if any. Members acting as a company or agency shall disclose this fact to anyone to whom they subcontract work.

## **4.4 Mutual Assistance**

- 4.4.1. Members shall assist each other in every practical way, and shall conduct themselves loyally towards their fellow Members and the Association.
- 4.4.2. Members who receive requests to provide services which they are unable to accept without infringing the provisions of this Code (in particular section 5) or which they cannot accept due to prior commitments should endeavour to introduce the Principal to another Member who has the necessary skills.

## **4.5 Advertising**

- 4.5.1. Members advertising their services shall ensure the information is factual and neither misleading nor discreditable to the profession.
- 4.5.2. Members shall not infringe any accepted advertising standards nor make claims, which they cannot substantiate.

## **5. STANDARDS OF WORK**

### **5.1 Interpreting**

- 5.1.1. Members shall interpret impartially between the various parties with due regard to the circumstances prevailing at the time.
- 5.1.2. Members shall take all reasonable steps to ensure complete and effective communication between the parties, including intervention to prevent misunderstanding and incorrect cultural inference.
- 5.1.3. In the event that communication becomes incomplete or ineffective, the Member should make this known to all parties concerned and, if necessary, withdraw from the assignment.

## **5.2 Competence**

Subject to section 5.4, Members shall refuse work which they know to be beyond their competence, either linguistically or because of a lack of specialised knowledge, unless the work is to be subcontracted to another interpreter who has the necessary competence. In this instance, the provisions of this Code and in particular section 4.3 shall apply.

## **5.3 Contractual Arrangements**

Members shall endeavour to accept work on terms and conditions which, as far as is practicable or agreed, are consistent with the Draft ASLI Guide to Terms and Conditions of Business and these Codes of Professional Conduct. Where Members accept work on agreed terms they shall not unilaterally vary such terms without valid reason and giving maximum possible notice to their Principal, except in exceptional circumstances.

## **5.4 Exceptions**

Where a Principal requires a Member to carry out work in circumstances that contravene the provisions of 5.2, the Member may, exceptionally, accept the work provided that:

- a) the Member has taken appropriate steps, preferably in writing, to ensure that the Principal is fully aware of the risks involved,
- b) the Member has satisfied themselves that the Principal is genuinely aware of the risks involved,
- c) the Principal has expressly agreed to accept the risks involved, preferably in writing.

## **6. GENERAL**

### **6.1 Amendments to the Code**

The provisions of this Code may be amended by the National Executive Committee, in line with decisions made by the Association's Members.

As amended at AGM 14<sup>th</sup> May 2005, London  
And amended 8<sup>th</sup> October 2007 (NEC)