

THE SOCIETY OF OFFICIAL METROPOLITAN INTERPRETERS UK LIMITED

CODE OF PRACTICE (As amended on 07/01/2010)

PREAMBLE

The Code set out below is intended to regulate the professional conduct of members of the Society of Official Metropolitan Interpreters UK Limited (hereinafter referred to as SOMI UK).

The Code comes into effect on the date SOMI UK is established.

The Code will remain in force until amended or abrogated by the Board. Notice of amendment will be made on the website and through other appropriate means. Amendments will normally come into effect thirty five days after approval by the Board.

1. Definitions

- 1.1 "SOMI UK" means the Society of Official Metropolitan Interpreters UK Limited.
- 1.2 A "Member" is a person who is currently registered as a member of SOMI UK.
- 1.3 A "Principal" is the person or body from whom a Member accepts work.
- 1.4 The "Code" means this Code of Practice or the Code for the time being in force.

2. General Framework

2.1 The Code shall apply to:

- Members of SOMI UK

In regard to their duties, responsibilities and conduct as members of SOMI UK.

2.2 The Code prescribes standards of professional conduct that must be adhered to in order to:

- maintain the integrity of the profession, and
- provide assurance of professional standards to users of language services and to the public at large.

2.3 Alleged contraventions of the Code will be addressed through the disciplinary procedures applicable. Not every alleged shortcoming on the part of a Member will necessarily give rise to disciplinary proceedings.

3. Over-arching Principles

3.1 Members, in recognition of their responsibility to society, their clients, their colleagues and the professional bodies of which they are members or registrants, shall always act with integrity and in accordance with the high standards appropriate to members within the profession.

3.2 Members shall be of good character and shall not bring the status of SOMI UK or the profession generally into disrepute by conducting themselves in a manner at variance with the high standards expected of a professional person.

3.3 Members found guilty of a criminal offence may be deemed to be in breach of the principle set out

in 3.2. Members have a duty to report any unspent conviction (as defined by the Rehabilitation of Offenders Act 1974) to SOMI UK and to whatever their membership body or bodies. The relevant body or bodies will act in accordance with the disciplinary procedures applicable to determine, having regard to all the circumstances, what action (if any) shall be taken.

- 3.4 Members shall not knowingly or negligently act in a way that is likely to be detrimental to the profession, to the reputation of SOMI UK or its members as a whole, to the status of SOMI UK. This clause shall not preclude or prohibit the lawful exercise of the right to free expression and reasonable debate.
- 3.5 Except in fulfilment of a definable professional duty or where there is a clear public interest, Members shall not knowingly and wilfully act in a way that is likely to damage the reputation of a member of SOMI UK. This clause shall, however, not preclude or prohibit the lawful exercise of the right to free expression and reasonable debate.
- 3.6 Members shall not accept or carry out work which they believe might render them liable to prosecution for criminal behaviour, which might incur civil liability or which contravenes the United Nations Universal Declaration of Human Rights.
- 3.7 Members shall not accept any work which would, directly or indirectly, infringe the Code, and shall not knowingly act in contravention of the Code, even if asked or instructed to do so by a Principal.
- 3.8 Members shall only accept work which they believe they have the competence both linguistically and in terms of specialist knowledge or skill to carry out to the standard required by the client, unless they are to sub-contract the work under the terms of 4.6 or they are informed that their work will be revised by a person with the competence required to ensure that the work will satisfy the standards set out in this Code.
- 3.9 The competence to carry out a particular assignment shall include: a sufficiently advanced and idiomatic command of the languages concerned, with awareness of dialects and other linguistic variations that may be relevant to a particular commission of work; the particular specialist skills required; and, where appropriate, an adequate level of awareness of relevant cultural and political realities in relation to the country or countries concerned.
- 3.10 Members shall disclose any potential conflict of interest or other factor which may make it inappropriate for them to accept work in a particular case.
- 3.11 Subject to 3.13, Members shall treat as confidential any information they acquire through a commission of work. They shall not disclose such information to a third party unless instructed by the Principal to do so, and provided that such disclosure would not be unlawful or infringe the rights of any party concerned. Such information may include, for example, working practices, lists of clients, commercial secrets and manufacturing or technological processes.
- 3.12 Members shall at all times act impartially and shall not act in any way that might result in prejudice or preference on grounds of religion or belief, race, politics or gender, otherwise than as obliged to in order faithfully to translate, interpret or otherwise transfer meaning.
- 3.13 Members shall respect confidentiality at all times and shall not seek to take advantage of information acquired during or as a result of their work. The duty of confidentiality shall not terminate on the completion of a commission of work and shall persist, where appropriate, beyond the cessation of membership as in 2.1.

3.14 The duty of confidentiality shall not apply where disclosure is required by law.

4. Obligations to Principals

4.1 Members shall at all times strive to produce work of the highest standard, and shall ensure that the Principal is aware of any factor that may affect the standard of the work produced.

4.2 Members are obliged (3.12 above) to carry out all work contracted to them with impartiality and shall immediately disclose to the Principal any factor which might jeopardise such impartiality. This shall include any financial or other interest they may have in the work contracted to them.

4.3 Members shall carry out any consultation that may be necessary (for example on language or terminological difficulties) in a manner such that confidentiality is safeguarded.

4.4 Members shall not sub-contract work.

4.5 Members shall endeavour to complete work by agreed dates and in accordance with other agreed terms, and shall advise Principals in good time of any delay or need to amend the agreed terms.

4.6 Members shall not, other than in exceptional circumstances, withdraw from or fail to complete a commission of work once accepted, without reasonable notice to the Principal.

5. Professional Standards

5.1 In accordance with the provisions of 3.8 above, Members shall only carry out work which they believe is within their linguistic and relevant specialist competence.

5.2 Members shall interpret only from the language(s) for which they are registered with the MPS.

5.3 Members shall to the best of their ability render a faithful translation of the source text. This shall apply to both meaning and register except where a literal rendering or a summary is specifically required by the Principal.

5.4 Members shall not make any contact with a client or clients of a Principal without the Principal's express instruction.

5.5 Members shall interpret truly and faithfully what is uttered, without adding, omitting or changing anything; in exceptional circumstances a summary may be given if requested.

5.6 Members shall ensure that they understand the relevant procedures of the professional context in which they are working, including any special terminology.

5.7 Where the Member's lack of relevant background knowledge is such as to impair significantly his or her ability to carry out the commission of work, he or she shall inform all relevant parties and withdraw.

5.8 Members shall disclose any difficulties encountered with dialects or technical terms and, if these cannot be satisfactorily remedied, withdraw from the commission of work.

5.9 Members shall observe any special rules and protocols relating to interpreting in the professional context relevant to a particular commission of work.

- 5.10 Members, shall not enter into discussion, give advice or express opinions or reactions to any of the parties that exceed their duties as interpreters.
- 5.11 Members shall, in advance where practicable, seek to ensure that the necessary conditions for effective interpreting are provided (e.g. being seated where they can see and be heard clearly; provision for adequate breaks, etc). Where this is not the case the interpreter shall make it known to the parties concerned and where the deficiency is likely to be a serious impediment to effective interpreting may withdraw from the commission of work.
- 5.12 When a Member withdraws from a commission of work in the circumstances described in the clauses above, and where the Member has been commissioned by a Principal, the Member shall inform the Principal of the withdrawal, and the reasons for it, in writing, as soon as possible.
- 5.13 Members shall not interrupt, pause or intervene except:
- 5.13.1 to ask for clarification;
 - 5.13.2 to point out that one party may not have understood something which the interpreter has good reason to believe has been assumed by the other party;
 - 5.13.3 to alert the parties to a possible missed cultural reference or inference; or
 - 5.13.4 to signal a condition or factor which might impair the interpreting process (such as inadequate seating, poor sight-lines or audibility, inadequate breaks etc.).
- 5.14 Members shall not delegate work, nor accept delegated work.
- 5.15 Members shall assist each other in every way practicable, and shall conduct themselves with loyalty towards fellow Members and SOMI UK Limited.
- 5.16 Members shall:
- 5.16.1 disclose to the Principal at the outset any previous involvement in the same matter;
 - 5.16.2 disclose immediately if the interviewee or their immediate family is known or related to the Member;
 - 5.16.3 not accept any form of inducement or reward, whether in cash or otherwise, for interpreting work other than payment from the Principal.
- 5.17 This Code of Practice may be amended by a majority decision of SOMI UK Ltd members present or represented at an Annual or Extraordinary General Meeting, provided that due notice in writing is given to the Board prior to the date of the meeting.