

Cymdeithas Cyfieithwyr Cymru

Code of Professional Conduct

1. Cymdeithas Cyfieithwyr Cymru

- 1.1 Cymdeithas Cyfieithwyr Cymru (the association of Welsh translators and interpreters) - CCC Cyf. - is the national professional body for English/Welsh translators and interpreters.

The aim of CCC Cyf. is to ensure the highest professional standards possible in English/Welsh translation and interpreting and, as a body, to benchmark and accredit professional standards in translation and interpreting, as well as to ensure the effective development of the industry as part of promoting the Welsh language and bilingualism.

CCC Cyf. has three levels of professional membership: Full and Basic membership in the field of translation and Interpreting membership. To gain membership of CCC Cyf., candidates must pass the appropriate examination.

CCC Cyf. is a registered company limited by guarantee – no. 4741023. The company is run by a Board of Directors elected from amongst its members.

- 1.2 This Code of Conduct is applicable to all members of CCC Cyf. and applies to translation and interpreting in English/Welsh only and no other combination of languages.

CCC Cyf. does not endorse any translation or interpreting work undertaken by any person who is not a member of CCC Cyf. or of another recognized professional body that acknowledges English/Welsh translation and interpreting.

2. Definitions

Except where the context requires otherwise these are the definitions of words used in this Code:

Articles	the Articles of Association of CCC Cyf. currently in force.
Client	any individual or body from whom a member accepts work.
Interpreter	any person who undertakes to translate speech orally.
Member	a member of CCC Cyf., i.e. any person who has been admitted at the sole discretion of the Board of Directors as a Full, Basic or Interpreting Member of CCC Cyf., and has paid membership fees in full.
Translator	any person who undertakes to translate written text.
Work	translation, interpreting or the teaching thereof, or other activities connected therewith.

Words importing the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine gender.

3. Fundamental principle

- 3.1** This Code sets out the standard of professionalism and integrity to which all members must adhere in their work as translators and/or interpreters.
- 3.2** All members will be bound by this Code.
- 3.3** Members must act in accordance with the standard espoused by CCC Cyf., as a professional body, and in accordance with the interests of CCC Cyf., its members and the profession, and avoid bringing these into disrepute. In particular, all members must respect and refrain from censuring the ability, reputation or honour of any member of CCC Cyf. or of a professional body of equivalent standing.
- 3.4** Members must similarly maintain the highest possible standard of service and work for clients at all times.
- 3.5** This Code acknowledges and is subject to the constitution of CCC Cyf. and the legislation of Wales, the United Kingdom and Europe.

4. Standards of professional conduct

- 4.1** In accepting work, members take on a moral commitment to work professionally and appropriately.
- 4.2** Members must maintain a standard of work that is at least commensurate with the standards required to attain membership of CCC Cyf.
- 4.3** Members should not accept work they know to be beyond their competence or if they do not have the stipulated translation/interpreting equipment briefed in the client's job specification.
- 4.4** Subject to section 8 below, members must decline work they know to be beyond their competence, either linguistically or because of lack of specialist 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 section 7.6 below, will apply.
- 4.5** Members must refrain from any action likely to bring CCC Cyf. or the profession into disrepute or likely to place colleagues at a disadvantage, for example plagiarism, underhand sub-contracting and under-cutting.
- 4.6** Subject to sections 7 and 8 below, where members are asked to translate into a language other than the language(s) in which they are accredited through CCC Cyf.'s examinations (as noted on their annual membership certificate), they must inform the client that they do not have the requisite qualification from CCC Cyf. to translate/interpret to or from that language.
- 4.7** Subject to section 8 below, members must, at all times, ensure fidelity of

meaning and register to the original and ensure that work is free of members' personal misinterpretation, opinion or influence other than on the express instruction of the client. Members must seek the client's approval before adding or deleting anything that might substantially alter the original text. In all cases of amendment, it is preferable that any such instruction be given in writing.

4.8 Individual members will bear sole responsibility and liability for work they accept from clients, whether or not this is subcontracted.

4.9 Members should draw the attention of their client to any ambiguity, error, mistake, omission or imprecise language they consider important in the material on which they are working.

4.10 Continuing professional development

Members should take relevant opportunities to improve and develop those personal talents that are key to ensuring their ability to provide work of the highest quality by undertaking continuing professional development activities. They should pay attention to the improvement and advancement of their linguistic skills, general knowledge, and any other skills and knowledge relevant to their work

5. Mutual assistance

5.1 Members should assist each other in every practical way, and conduct themselves loyally towards their fellow members and CCC Cyf.

5.2 Members who are asked to carry out work which they are unable to accept without infringing the provisions of this Code or which they cannot complete by the required date, should endeavour to introduce the client to another member who has the necessary skills.

6. Confidentiality

6.1 Members must maintain confidentiality at all times in respect of any information obtained in the course of their work, and must not give such information to anyone else without permission. They must also require all those assisting them in their work to be similarly bound by this Code, subject to clause 7.3 below, except where disclosure of the information is required or authorised by law.

6.2 Members must not disclose confidential information about other members except where disclosure of the information is required or authorised by law.

6.3 Members must not derive any gain through the use of privileged information acquired while translating or interpreting. In particular, members must not interfere in the client's business communications with customers.

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

7. Contractual arrangements

7.1 Where members receive work on agreed terms they must not vary such terms without sufficient reason and giving the maximum possible notice to their client, except in cases of *force majeure*.

7.2 Where members receive work from a client acting on behalf of a customer, they should not make any direct contact with the client's customer without the client's express agreement. If such agreement is given they shall not make any statement which may be detrimental to the business of the client or their customer.

7.3 Members must not accept work contrary to the provisions of this Code, except in the circumstances specified in section 8. They must not knowingly mistranslate or misinterpret, even if instructed to do so and must not accept work which they believe may further any illegal or criminal activity, concerning which they shall have a duty of disclosure to the proper authorities.

7.4 Members who are employees of the client or are bound by a contract of service, must:

- i) give their employer loyal, willing and diligent service;
- ii) deal honestly with their employer's property;
- iii) not accept any work in breach of the terms of their contract of employment;
- iv) not accept any bribe, secret commission or corrupt inducement.

7.5 Members acting as clients must:

- i) wherever possible give preference to members of CCC Cyf.;
- ii) encourage and assist non-members employed in any capacity to improve their skills and also, in the case of both translators and interpreters, to take the membership examinations of CCC Cyf.;
- iii) ensure that they and their employees and subcontractors observe all relevant clauses of this Code, especially clause 4.9 above, and must apply the stated procedures to check work not carried out by themselves.

7.6 Members must not subcontract work or send a colleague as a substitute without the prior knowledge and agreement of the client, and any change in responsibilities must be defined in writing. When subcontracting work, members must not withhold an exorbitant proportion of the fee.

7.7 Members must disclose to subcontractors if they are operating as companies or agencies. Members must ensure that all who undertake distributed work are members of CCC Cyf. and subject to this Code.

8. Exception

If a client requires members to carry out work in circumstances which contravene the provisions of clauses 4.4, 4.6 or 5.2 above, members may, exceptionally, accept the work provided always that:

- i) they have taken appropriate steps, preferably putting their concerns in writing, to ensure that the client is fully aware of the risks involved;
and/or
- ii) they have satisfied themselves that the client is genuinely aware of the risks involved;
and/or
- iii) the client has expressly agreed to accept the risks involved, preferably in writing;
and/or
- iv) the work carries or is accompanied by a cautionary notice.

9. Advertising and public statements

- 9.1** Members must not infringe any accepted advertising standards or make claims which they cannot substantiate. Members may mention a client as a referee only after ensuring the client's prior agreement.
- 9.2** Members must refrain from unfair competition (e.g. price undercutting) and from any public attack on the competence and reputation of other members. Any criticism of another member's work must first be made as objectively as possible, to the individual in question.
- 9.3** In making public statements and in interviews with the media, members must bear in mind that, if they have been identified as members of CCC Cyf., their statements may be interpreted as representing the view of CCC Cyf. or of the profession. No member should make a statement on behalf of CCC Cyf. without first consulting the Chief Executive (or in his absence, the Chair) on the matter. Members must therefore respond with dignity and professionalism.

10. General

10.1 Membership and Professional Standards Committee

CCC Cyf.'s Board of Directors must appoint a Membership and Professional Standards Committee and approve its terms of reference. The Chair of the Committee will be a member of CCC Cyf.

- 10.2** Under its constitution, CCC Cyf.'s Board of Directors will have the power to implement the provisions of this Code.

10.3 Amendment

The provisions of this Code may be amended by either of the following:

- i) a decision by the Board of Directors.

In this case, the Board of Directors will then have to consult members regarding any proposal the Board wishes to make and allocate a period of 28 days for consultation. Where a majority of members who respond to the consultation agree on the proposal then the change is immediately adopted and a revised copy of the Code published on CCC Cyf.'s website. Where the majority of members who respond to the consultation object, the proposal will be discussed at an Annual General Meeting or Extraordinary General Meeting,

provided that due notice in writing is given.

ii) a majority decision of members present or represented at an Annual General Meeting or Extraordinary General Meeting, provided that due notice in writing is given.

Date: September 2014