



# **FIT EUROPE**

**REGIONAL CENTRE EUROPE OF THE  
INTERNATIONAL FEDERATION OF TRANSLATORS**

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## **CODE OF PROFESSIONAL PRACTICE**

Considering the important role played by translators and interpreters in facilitating and promoting international communication and understanding,

Seeking to ensure that a high level of professionalism is achieved and maintained in translating and interpreting,

The FIT Regional Centre Europe (FIT Europe) has therefore issued this Code of Professional Practice laying down the basic rights and obligations of translators and interpreters as a non-exhaustive guide for its member associations.

### **1. GENERAL CONDUCT**

#### **1.1 Basic principles**

Translators and interpreters shall observe the respective laws and regulations. They shall always seek to maintain the highest standards in their work and serve their clients in the best possible way. In their relations with clients, with each other and with the public at large, they shall at all times act in a manner that does not bring the profession into disrepute.

#### **1.2 Responsibility**

Translators and interpreters have sole responsibility and liability for their work; any exclusion of liability has to be expressly agreed in writing. Translators should consider taking out professional indemnity insurance.

Translators and interpreters shall not knowingly mistranslate or misinterpret. Instructions received from the client cannot justify deviation from this Code.

#### **1.3 Impartiality**

Translators and interpreters shall carry out their work with complete impartiality and not express any personal opinions in the course of the work.

## **1.4 Confidentiality**

Translators and interpreters shall maintain complete confidentiality at all times and treat any information received in the course of work as privileged, except when the law requires disclosure. They shall ensure that any person assisting them in their work is similarly bound. This confidentiality requirement continues beyond the respective assignment and also applies vis-à-vis persons who have acquired knowledge of the relevant information from another source.

## **1.5 Exploitation of knowledge acquired**

Translators and interpreters shall not derive any gain from privileged information acquired in the course of work undertaken. In particular, they shall not interfere in a client's business relations with his/her customers.

# **2. QUALIFICATIONS**

## **2.1 Competence**

Translators and interpreters shall only work in languages and subject areas for which they are qualified and have the requisite skills. Translators should translate only into their mother tongue, their language of habitual use or a language in which they have proven equivalent competence.

## **2.2 Self-development**

Translators and interpreters shall keep up to date with developments in the profession and the relevant tools by means of continuing professional development.

## **2.3 Titles**

Translators and interpreters shall only use academic or other titles which they are permitted to use by law.

# **3. RELATIONS WITH FELLOW TRANSLATORS/INTERPRETERS**

## **3.1 Competition**

Translators and interpreters shall refrain from unfair competition (e.g. predatory pricing) and from public attacks on the reputation and competence of other translators and interpreters. Any criticism of another translator's or interpreter's work must first be expressed directly to the person concerned as objectively as possible.

## **3.2 Advertising**

Translators and interpreters shall not infringe accepted advertising standards, nor make claims which cannot be substantiated. They may mention a client as a reference only with his/her prior consent.

### 3.3 Collegiality

Translators and interpreters, especially those belonging to professional associations, should assist each other where practicable. If offered work they are unable to accept, they should seek to recommend to the client another translator or interpreter who has the necessary skills.

### 3.4 Partners and employees

Relations with partners or employees are also governed by this Code where applicable. Inter alia, these persons must be granted reasonable remuneration for the services rendered.

## 4. PERFORMANCE OF WORK

### 4.1 Acceptance

Translators and interpreters are free to accept or turn down work, subject to any legal constraints. They shall decline work if it results in a clash of interests, if they believe it is intended for illegal or dishonest purposes or if they know that their own capacity, working conditions or time will prevent its proper completion. When declining work, they shall do so without unnecessary delay.

### 4.2 Contracts

Translators and interpreters should always seek to sign a written contract in advance of an assignment. The contract should, inter alia, specify the deliverables, deadlines, quality assurance methods, copyright, confidentiality, ownership of any translation memories used, terms of payment and access to background information.

The client must be informed as early as possible if it becomes evident that an agreed deadline cannot be met. If facing insoluble difficulties, the translator shall advise the client promptly so that they can jointly decide on how to proceed.

A fixed quotation in writing shall only be made if the full scope of the work to be performed is known. It shall explicitly state that services not specified in it will be charged at current rates.

### 4.3 Methods and procedures

#### 4.3.1 Translating

Translators shall at all times maintain the highest level of work, ensuring fidelity of meaning and register, unless demanded otherwise by the client. They should seek to apply the relevant European standards.

They shall draw the client's attention to any significant errors or ambiguities in the source text. If the client is acting as an intermediary, they shall not directly contact the client's own customer without the client's prior consent.

Translators shall refrain from plagiarism; use of another's translation must be duly accredited.

## 4.3.2 Interpreting

Interpreters shall take all reasonable steps to ensure complete and effective communication between the parties, including intervention to prevent misunderstanding and incorrect cultural inference. They should seek to apply the relevant European or national standards.

Court interpreters shall always be mindful of the overriding interest of justice.

## **4.4 Distribution of work**

Translators and interpreters shall not distribute work to colleagues or partners without first obtaining the client's consent. When distributing work, they shall not withhold an unreasonable portion of the fee. They shall ensure that colleagues, partners or employees performing such distributed work observe all the relevant clauses of this Code.

Where subcontracting is permitted, this Code shall apply accordingly.

## **5. DISPUTES**

In the event of any disputes between a translator or interpreter and his/her colleagues or clients or in the event of any infringement of this Code, the matter should preferably be settled by arbitration, for which appropriate rules of procedure must be put in place.

Disputes with clients can be avoided by the translator or interpreter responding appropriately to a client's criticism which is legitimate and expressed directly to the translator or interpreter. If time permits and if given a fair opportunity, the translator should correct any proven fault in the work submitted, thus avoiding a cause for the withholding of payment or even cancellation of the contract by the client.

## **6. AMENDMENTS**

Amendments to this Code must be approved by the General or Annual Meeting of FIT Europe.

### **Relevant documents (optional part of the Code):**

- Nairobi recommendation
- EN 15038: Translation services – Service requirements