

CODE OF CONDUCT

1. PREAMBLE

This Code of Conduct is intended by the Institute to encompass conduct in all aspects of the profession of conservator-restorers. This Code of Conduct expresses principles and practices which will guide the conservator-restorer in the ethical practice of this profession and with which members of the Institute are required to comply. Principles of commercial interest and gain should not take precedence over those of the conservation and historic integrity of the artefact.

Conservation of the tangible cultural heritage requires extensive training and specialised aptitudes. It places in the hands of the conservator-restorer material of great cultural, historical or artistic relevance.

The conservator-restorer has obligations to the integrity and survival of tangible cultural heritage and to owners or custodians, the public and to posterity. Such obligations are to be exercised with due regard to any inherent intangible properties.

Neither adherence to this Code of Conduct nor membership of the Institute confers any entitlement to individual members to present opinions in the name of the Institute.

The implementation of this Code of Conduct shall not in any way commit the Institute to any legal responsibilities as between the Institute and any client of a member of the Institute or any third party.

2. OBLIGATIONS TO THE OBJECT

a) Integrity of the Object

Any action of the conservator-restorer must be governed by a respect for the aesthetic, cultural, historical, and physical integrity of the object.

b) Standards

The quality or value of an object should not be the deciding factor in the extent or quality of treatment and every endeavour must be made to adhere to the highest standards. This will exclude the application or recommendation of any procedure which is not appropriate to the object or its condition.

A conservator-restorer should not recommend a proprietary material, procedure or service without personal experience of it and then only with respect to its relevance to the object or its condition.

c) Limitations

The conservator-restorer is responsible for undertaking the investigation and/or treatment of the object only within the limits of his/her competence and facilities.

d) Principle of Reversibility

The conservator-restorer will be guided in his/her choice of treatment by the principle of reversibility. He should avoid the use of materials which may become intractable and/or endanger the integrity of the object. The choice of treatment and the materials used should not interfere with any future examination, treatment or analysis.

e) Preventive Conservation

Measures to stabilise the condition of the object and prevent further deterioration shall be taken

as the primary objective and as such shall be given priority over any other reasons for intervention.

f) Restoration

In compensating for the damage which has interfered with the physical or aesthetic integrity of an object, the conservator-restorer will apply the minimum amount of restoration consistent with restoring the physical and aesthetic integrity of the object. It must not modify the character of the original.

While the code does recognise the responsibility of the conservator-restorer to the client, it also requires that any such compensation is fully documented and will not be knowingly carried out with any intention to deceive.

g) Safety of the Object

The conservator-restorer will ensure that all reasonable precautions are taken to protect the object from accidental or malicious damage or misuse. These will include: the following:

- i) Secure premises.
- ii) Safe working practices.
- iii) An environment suitable to the stability of the object.

h) Continuous Professional Development

It is the responsibility of Conservator-Restorer and Accredited Conservator-Restorers members of the Institute to be aware of the current research and development in his/her field of specialisation and to continue the development of skills so that the best treatment and standards may be applied.

In any given three-year period, Accredited Conservator-Restorer members of the Institute under 65 years of age must complete and properly authenticate a record of Continuing Professional Development (CPD).

Failure to make good and properly authenticate CPD shortfall within the time-scale specified by the Board will lead to automatic suspension of membership of the Institute.

Failure to make good and properly authenticate the CPD shortfall within three months of suspension will lead to the termination of membership of the Institute.

The Board shall make Regulations determining how CPD shall be delivered, accredited, recorded and authenticated. It is the responsibility of members to ensure that they are familiar with such Regulations.

3 PROCEDURES FOR EXAMINATION AND REPORTING

a) Examination

The conservator–restorer should understand the historic, cultural and artistic importance of the object and must make a thorough examination to determine its nature and the causes of the deterioration before commencing any treatment. This may involve consultation or liaison with relevant professions but should not extend beyond those methods or procedures necessary to obtain this basic information.

b) Condition Reports should include the following:

- i) The date of examination.
- ii) Name of the examiner.

- iii) Identification of the object by means of images, a written description of the materials, structure and method of fabrication.
- iv) Measurements and identification numbers.
- v) Descriptions of deterioration and previous alterations, to include their locations and extent in terms of physical damage, chemical or biological activity.
- vi) Observations and analyses, together with explanatory notes.

c) Treatment Options

Before any treatment is undertaken a summary or copy of the condition report shall be supplied to the owner or custodian together with a statement to include the following:

- i) The condition it is proposed to correct.
- ii) An outline of the possible treatment(s) including treatment options, and reasons for the recommended course of action.
- iii) An estimate of cost and time to completion.

d) Extent of Treatment

The client should be informed of the limitations and expected outcomes of the proposed treatment options, bearing in mind the historic, physical and aesthetic nature of the object. Where there is a conflict of interest between client and conservator-restorer the work undertaken must not undermine the integrity of the object.

e) Techniques and Materials

The conservator-restorer must select those materials and techniques which are consistent with current technical and scientific research, and which will neither endanger the integrity of the object nor impede future examination or treatment.

f) Conservation Record

On completion of the project, a record of the treatment undertaken should be given to the client/custodian who should be made aware of the purpose of the report, and any limitations as to its use or distribution.

As a basic requirement, the record should contain the following:

- (i) Description and condition of the object before intervention.
- (ii) Details of the treatment(s) applied, materials used and any other relevant observations.
- (iii) Evidence of historic or artistic significance discovered or unavoidably obscured during conservation.
- (iv) Visual and written documentation.
- (v) Recommendations for the storage, display and long term care.

4 RESPONSIBILITIES TO CLIENT

a) Examination

It is implicit in any agreement that the conservator-restorer should first make an adequate examination of the object and report the findings in writing together with recommendations to the client and await instructions in writing before proceeding further.

b) Procedures

The conservator-restorer must honestly advise what is considered to be the appropriate course of intervention in consultation with client, curator and/or the relevant scholarly authority.

c) Fees

In determining the amount of the fee it is proper to consider the following:

- i) Time, labour, and expertise required.
- ii) Costs of materials and insurances.
- iii) Charges for work which must be sub-contracted.
- iv) Costs involved in preparing estimates, tendering, and final report.

d) Insurances

The conservator-restorer will confirm that adequate and relevant insurances including professional indemnity are in place. Insurance must cover fire, theft and accidental or malicious damage. The same insurance conditions also apply to subcontractors. Such insurances may be modified by mutual agreement to suit particular circumstances.

e) Agreement

The conservator-restorer should only enter into an agreement with individuals, institutions, companies and governmental bodies or agencies to provide conservation services provided that the agreement does not contravene the principles laid out or implied by this code. The client must be informed, and his/her agreement sought, if the work, or any part of it, is to be subcontracted.

f) Changes to Agreement

The nature of the agreement should be such that neither the conservator-restorer nor the client may ethically withdraw except by mutual agreement. Any necessary changes to the agreement on the part of the conservator-restorer should immediately be made known to the client and should be approved in writing before the work continues.

g) Record

A detailed record of any treatment will be made by the conservator-restorer and a report will be made available to the client in an appropriate form.

5 PROFESSIONAL RELATIONSHIPS**a) Use of Specifications and Reports**

It is unethical to carry out any work on the sole basis of a specification or report prepared by another conservator-restorer.

b) Professional Comment

It is unethical to volunteer an adverse comment on the professional competence of another conservator-restorer.

If, for a valid reason, an assessment of the work of another conservator-restorer is sought, this may be given on the understanding that the conservator-restorer providing the assessment is fully satisfied as to the validity of the request and has personal knowledge of all relevant facts. If doubt exists that this could be done objectively and fairly, comment must be withheld.

c) References

A conservator-restorer should not recommend or provide a reference for a person applying for a position as a professional conservator-restorer without personal knowledge of the training and experience of the applicant.

d) Referral

The payment of a commission or fee to obtain a referral of a client is unprofessional.

e) Training and Supervision

The conservator-restorer whether private or institutional, should endeavour to support the training and instruction of trainees within the limits of his/her ability and resources.

The conservator-restorer has an obligation to share knowledge and experience within the profession except where this would compromise the confidentiality of clients or of the materials or procedures against the wishes or without the knowledge of those providing such information.

The conservator-restorer must adequately supervise and regulate the work of any other conservator-restorers, trainees and volunteers for which he has direct professional responsibility.

f) Fee Splitting

Division of a fee is only acceptable where it is based on the division of a service or responsibility.

6 HEALTH AND SAFETY PROCEDURES

The conservator-restorer should be aware of, and comply with, the current legislation regarding occupational health and safety. He will take all reasonable steps to minimise any disturbance or nuisance to the general public or environment.

7 ENFORCEMENT

Violation of this Code of Conduct can lead to revocation of membership of the Institute. After receipt of substantial evidence of disregard for this Code of Conduct and, subsequent to written notice of objection to such conduct from the Board, the Board may take such action as deemed necessary to protect the integrity of the Institute and its members. See Appendix 3 of *ICRI Bye-laws for Complaint Procedure*.

8. COMPLAINTS PROCEDURE

It is recommended that every Conservator-Restorer or Accredited Conservator-Restorer of the Institute shall have in place an internal complaints procedure, which shall be committed to writing. The internal complaints procedure shall advise clients of their right to complain to the Institute or any other named relevant authority should their complaint not be handled to their satisfaction by the relevant Conservator-Restorer or Accredited Conservator-Restorer.

The procedures set out in Appendix 3 of *ICRI Bye-laws* shall be the procedures which shall apply for complaints made against a Conservator-Restorer or Accredited Conservator-Restorer member of the Institute after such complaints have been taken up directly with the relevant Conservator-Restorer or Accredited Conservator-Restorer member of the Institute in the first instance and there has been no satisfactory outcome from this process.

In relation to complaints, Conservator-Restorer or Accredited Conservator-Restorer members of the Institute shall respond within 21 days to all communications from, and co-operate fully with, the Institute, its Officers or servants, in respect of all complaints.

Disclaimer

The Institute can in no way be held responsible for the errors or omissions, damages or breaches of contract caused by any Conservator-Restorer or Accredited Conservator-Restorer member of the Institute regarding a third party which occur.