



THE SOCIETY OF DESIGNER CRAFTSMEN MENTORING SCHEME

CODE OF CONDUCT

1. Introduction

This Code of Conduct set out your obligations in relation rights, obligations and restrictions in relation to the use of the Society of Designer Craftsmen (“the Society”) Mentoring Scheme (“the Mentoring Scheme”).

As a national, professional organisation of designer makers, the Society is committed to maintaining and promoting best practice in Mentoring. Our Fellows, Mentors and Licentiates, in their roles as Mentors and Mentees and as members of the Society, agree to adhere to the rules and principles set out in This Code of Conduct.

This Code of Conduct set out the expectation of best practice in Mentoring in order to:

- Provide appropriate guidelines, accountability and standards of conduct for all our Mentors.
- Set out how our Mentors are expected to act, behave and perform when working in a Mentoring relationship.
- Set out how members’ personal data will be used.
- Be used as the basis of any complaint or disciplinary hearing and action following the Society’s procedures.

Before participating in the Mentoring Scheme in any capacity, Mentors and Mentees will read This Code of Conduct and conduct themselves in accordance with the rules and principles set out in them. If you do not agree with them, please refrain from using the Mentoring Scheme.

2. Appropriateness

Mentors will ensure that the duration of the process is appropriate to achieve the Mentee’s goals and will actively work to promote the Mentee’s independence and self-reliance.

Mentors will ensure that the setting in which any Mentoring takes place offers optimal conditions for learning and reflection and therefore a higher likelihood of achievement of the goals set in the agreement between Mentor and Mentee.

Mentors will put the Mentee's interests first but will also ensure that those interests do not harm the interests of the Society.

3. Honesty and integrity

Mentors will accurately and honestly represent to Mentees their relevant professional qualifications, the professional bodies to which they belong, experience, training, certifications and accreditations.

In communication with any party, Mentors will accurately and honestly represent the value they provide as a coach, Mentor or supervisor.

Mentors will ensure that no false or misleading claims are made or implied concerning their professional competence, qualifications or accreditation in any published, promotional material or otherwise. Mentors will attribute ownership of work, ideas and materials of others to the originator and not claim it as their own.

Mentors will be open about the methods they use, and on request will supply the Mentee and the Society with information about the processes involved.

Mentors will act within applicable law and not in any way encourage, assist or collude with conduct which is dishonest, unlawful, unprofessional or discriminatory.

4. Conflict of interest

Mentors and Mentees will not exploit the Mentoring Scheme or seek to gain any inappropriate financial or non-financial advantage from the relationship between Mentor and Mentee.

Mentors and Mentee will be aware of the potential for conflicts of interest of either a commercial or personal nature arising through the working relationship and address them quickly and effectively in order to ensure that there is no detriment to the other party or the Society.

Mentors will consider the impact of any Mentee relationships on other Mentee relationships and discuss any potential conflict of interest with those who might be affected.

Mentors and Mentees will disclose any conflict openly with one another and agree to terminate from the relationship if a conflict arises which cannot be managed effectively.

5. Professional relationships

To avoid any conflict of interest, Mentors will distinguish a professional relationship with a Mentee from other forms of relationships.

Mentors and Mentee are responsible for setting and maintaining clear, appropriate and culturally sensitive boundaries that govern all physical and virtual interactions between Mentors and Mentees.

Mentors and Mentees will avoid any romantic or sexual relationship during a period of Mentoring. Mentors will be alert to the possibility of any potential sexual intimacy in this context and take appropriate action to avoid the intimacy or cancel the engagement in order to provide a safe environment.

6. Equality and diversity

Mentors and Mentees will abide by any diversity statements and policy drawn up by the Society.

Mentors and Mentee will avoid knowingly discriminating on any grounds and will seek to enhance their own awareness of possible areas of discrimination.

Mentors and Mentees should be aware of the potential for unconscious bias and seek to ensure that they take a respectful and inclusive approach, which embraces and explores individual difference. Mentors and Mentees will monitor their spoken, written and non-verbal communication for inadvertent discrimination.

Mentors and Mentees will challenge in a supportive way any colleague or participant who is perceived to be using discriminatory behaviour.

7. Payments

Mentees undertake to pay such fees as are approved by the Society for their participation in the Mentoring Scheme in advance of any Mentoring Session taking place. In accepting such fees on behalf of the Mentor, the Society is acting as agent not principal.

If a session is booked but is not paid for no later than three days before the mentoring session, the Society shall reserve the right to cancel that mentoring session.

Following a Mentoring session, the Mentor will provide to the Society a brief report about the session. The Society may prescribe the form in which the report is to be written.

Mentors may expect to receive from the Society the agreed fee for a Mentoring session within a reasonable time of the session having been provided following the Society's receipt of the Mentor's report. It should be clearly understood by all parties that Mentors are not employees of the Society and that Mentors are responsible for dealing with all tax issues relating to Mentoring fees received.

8. Supervision

Mentors will discuss any ethical dilemmas and potential, or actual, breaches of This Code of Conduct with the Mentoring Manager.

9. On-going responsibilities

Mentors will respect a Mentee's right to terminate an engagement at any point in the process, subject to the provisions of the coaching, Mentoring or supervision agreement.

Mentors will encourage the Mentee or the Society to terminate the Mentoring engagement if it is believed that the Mentee would be better served by another practising Mentor or a different form of professional help.

Mentors understand that their professional responsibilities continue beyond the termination of the professional relationship. These include:

- Maintenance of agreed confidentiality of all information relating to Mentees and the Society
- Safe and secure maintenance of all related records and data that complies with all relevant laws and agreements that exist in their country regarding data protection and privacy
- Avoidance of any exploitation of the former relationship, which could otherwise call into question the professionalism or integrity of the Mentor or the professional community
- Provision of any follow-up that has been agreed to.

Mentors are required to have a provision for transfer of current Mentees and dissemination of records in the event of the Mentor's incapacitation, or termination of practice.

10. Submission of Personal Details

Mentors and Mentees will be asked to provide identifying information about themselves including their name, email address and phone number.

The personal data submitted by Mentors and Mentees will be processed by The Society of Designer Craftsmen.

Mentors and Mentees are asked to provide personal data so that the Society can provide their name, email address and phone number to other members who wish to engage with them as a Mentor or Mentee.

The Society processes Mentors' and Mentees' personal data on the basis that it is necessary to do so for the purposes of delivering the Mentoring Scheme, to which Mentors and Mentees have voluntarily signed up. Further, the Society has a legitimate interest in ensuring that Mentees are members of the Society of Designer Craftsmen because the Mentoring Scheme is a member-only benefit.

Your personal data will be used to present potential Mentors/Mentees with a list of potential Mentors/Mentees. You may be contacted directly by a potential Mentor/Mentee using the personal data they have provided through our Mentoring Scheme.

Your personal data will be kept on our Mentoring database until you advise us that you wish to withdraw from participation in the Mentoring Scheme or you terminate your SDC membership.

You represent and warrant that all registration information you submit is truthful and accurate and you will maintain the accuracy of such information.

You have rights to correct and access your information and to ask for it to be erased in certain circumstances.

11. Confidentiality and data protection

Mentors will inform Mentees that they are receiving Mentoring that the Mentee may be referred to anonymously in any published report about the Mentoring Scheme. The Mentee should be assured that the supervision relationship is itself a confidential relationship.

Mentors and Mentees will treat in confidence any information they receive in the course of their participation in the Mentoring Scheme unless release of that information has been agreed by the other party or is required by law.

Mentors and Mentees will reach a clear agreement with Mentees and the Society about the conditions under which confidentiality will not be maintained (e.g. illegal activity, danger to self or others) and gain agreement to that limit of confidentiality where possible unless the release of information is required by law.

You must not use any personal data about a Mentor/Mentee (including their email address and phone number) for any purpose not related to Mentoring.

Mentors will keep, store and dispose of appropriate and accurate records of their work with Mentees, including electronic files and communications, in a manner that ensures confidentiality, security and privacy, and complies with all relevant laws and agreements that exist in their country regarding data protection and privacy.

Information about Mentors and Mentees submitted to the Mentoring Scheme will be processed, stored and shared by the Society in accordance with the Data Protection Act 2018 and the General Data Protection Regulation EC/2016/679. This information constitutes personal information and will be used only for the purposes of administering the Mentoring Scheme, and not for any third party or commercial mailings. For the purposes of GDPR the Society is the Data Controller.

You can read more about how the Society uses your personal data in our Privacy Policy which will be provided to you on application.

12. Breaches of professional conduct

Mentors and Mentees accept that any breach of This Code of Conduct that is upheld in a complaints procedure may result in sanctions including loss of Mentor or Mentee status.

Mentors will challenge other Mentors if they have reasonable cause to believe that the Mentor is acting in an unethical manner and, failing resolution, will report that person to the Society.

13. Use of the Mentoring Scheme

You may only use the Mentoring Scheme for lawful purposes. You may not use it:

- for purposes that would breach any applicable local, national or international law or regulation or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)

- to knowingly transmit any data, send or upload any material that contains viruses or any other harmful programs; for infringements of copyrights, patents or trademarks; for inappropriate sexual conduct; for harassment of other users; or impersonation of any persons for gain or benefit.

While the Mentoring process will facilitate the professional development of both Mentor and Mentee, the Mentoring Scheme should not be considered as a substitute for professional judgment. The final responsibility for judgments and decisions made by participants in the Mentoring Scheme, and the actions that flow from them lie with participants in this Scheme. The Society therefore recommends that Mentees personally assess the professionalism, experience and credentials and references of the Mentor and agree terms before entering into the Mentoring Scheme. They should also satisfy themselves that the Mentor possesses the experience necessary to deliver what the Mentees requires from the Mentoring Scheme

While the Society has made every effort to ensure that Mentoring provided through this Scheme is of high quality and is relevant to applicants, it cannot guarantee the integrity, quality or accuracy of the advice or guidance provided by Mentors.

14. Limitation of Liability

The information in the Mentoring Scheme is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of the Society and third parties connected to us hereby expressly exclude: all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Mentoring Scheme or in connection with the use, inability to use, or results of the use of it. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

15. Amendments & Changes

The Society may revise This Code of Conduct at any time.

16. Termination or Suspension of Use

The Society will determine, in its discretion, whether there has been a breach of This Code of Conduct. When a breach has occurred, the Society may take such action as it deems appropriate, including but not limited to immediate, temporary or permanent withdrawal of your right to use the Mentoring Scheme.

17. Governing Law

This Code of Conduct and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The English courts will have exclusive jurisdiction over any claim arising from, or related to the Mentoring Scheme.

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