

## Terms and Conditions

**FDM'S specific terms and conditions are as follows:**

### **Non-Solicitation**

During the term of the contractual arrangement and for six months following termination, neither FDM nor the client shall employ directly or indirectly (through third parties or otherwise), or contract for the same purposes, any personnel of the other party involved in providing the services. If either party breaches this clause, then it shall pay to the other party a liquidated damages sum of £50,000 in recognition of the damages and disruption that such breach would cause to the efficient conduct of the affected party's business.

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### **Staff Transfer Eligibility and Transition Fees**

Clients may employ FDM employed consultants ("Employed Consultants") without being considered in breach of the non-solicitation restrictions provided that the Employed Consultant has been on assignment with the client for a period of not less than 24 months. Where this provision has been met FDM shall waive its right to the liquidated damages fee set out in the non-solicitation clause.

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### **Overtime Rates and Working Hours**

FDM recognises the challenges of working in a professional IT delivery capacity and therefore will extend office hours for its staff from 09:00 – 17:00 Monday to Friday as termed in the SFIA Definitions and rate card template, increasing it by two hours each side to 07:00 – 19:00 Monday to Friday. The Daily Rates are for FDM Employed Consultants and are calculated on the basis of an 8-hour workday. Any hours over an 8-hour day shall be compensated as overtime at overtime rates of a pro-rata hourly rate during the week and a 25% uplift on rates for weekend hours and 50% on bank holiday hours.