

Cambridgeshire Bus Coach and Taxi Association

Our ref [REDACTED]
Your ref [REDACTED]

("the Addressee")

DDI [REDACTED]
Email [REDACTED]

17 March 2017

Dear Sirs

Project Icarus

We understand that the Addressee has requested a copy of a report to be prepared by PKF Littlejohn LLP ("PKF Littlejohn" or "the Firm") entitled Project Icarus connection with the Scope of Work outlined in the engagement letter ("the Engagement"), with Cambridgeshire County Council ("the Council" or "CCC") This report is referred to as "the Report" in the remainder of this letter.

The Addressee understands and agrees that:

- (a) PKF Littlejohn shall have no responsibility or liability in respect of the Report except to the Council. For the avoidance of doubt, PKF Littlejohn does not accept any responsibility or liability to Cambridgeshire Bus Coach and Taxi Association.
- (b) during the course of the Engagement, we will show drafts of the Report and letters to the Council. This is done on the basis that they are subject to revision and alteration and no reliance should be placed on any draft document. A document remains "draft" for these purposes until it has been manually signed by PKF
- (c) PKF Littlejohn is a member firm of the PKF International Limited family of legally independent firms. Neither the other member firms nor the correspondent firms of the network nor PKF International Limited is responsible or accepts liability for the work or advice which PKF Littlejohn provides to its clients and in signing and returning to us this letter you acknowledge and accept that such other member and correspondent firms and PKF International Limited, including partners, directors and employees thereof, do not owe you any duty in relation to the work or advice which we will from time to time provide to you or are required to provide to you;
- (d) the Report remains at all times the property of PKF Littlejohn and/or the Council and, subject to the provisions of this letter, may not be relied upon by anyone else;
- (e) the Report must be considered in its entirety, including, without limitation, the Scope of Work and any disclaimer set forth therein;
- (f) the Report will be based upon PKF Littlejohn's review of information provided to PKF Littlejohn by, or under the direction of, the Council and information from published sources (together "the Information") in each case without independent verification or audit, together with our understanding of applicable UK legislation

Tel: +44 (0)20 7516 2200 • Fax: +44 (0)20 7516 2400 • DX 42660 Isle of Dogs • www.pkf-littlejohn.com
PKF Littlejohn LLP • 1 Westferry Circus • Canary Wharf • London E14 4HD

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and case law. PKF Littlejohn makes no representation or warranty regarding, and accepts no responsibility for, the accuracy or completeness of any such Information;

- (g) the Addressee will only disclose the Report to those of its employees and professional advisors who have a need to know, and who have been informed of, and have agreed to abide by, the terms herein;
- (h) the Addressee will not copy, disclose or distribute the Report to any other third party under any circumstances without PKF Littlejohn's prior written consent and without such third party first being advised of, and agreeing in writing to be bound by, the terms hereof, provided that the Addressee may disclose the Report if required by law or regulation or order of any court or government agency;
- (i) the Addressee will not use the Report, or any of the data, information, methodologies or ideas set forth or reflected therein for any purpose other than for the purpose of evaluating Project Icarus;
- (j) the Addressee will not refer, either in writing or orally, in communication with any other third party, to the Report or the work performed by PKF Littlejohn, without PKF Littlejohn's prior written consent;
- (k) the disclosure of the Report to the Addressee shall in no event be deemed to imply any advice or recommendation by PKF Littlejohn with respect to the appropriateness of any reliance by the Addressee on the Report; the Addressee acknowledges that PKF Littlejohn will not provide advice to it generally. In particular the Addressee acknowledges that PKF Littlejohn will not advise the Addressee, as to whether or to what extent it may be prudent to rely upon the Report in lieu of any independent review undertaken on behalf of and at the direction of the Addressee in connection with the matters covered by the Report;
- (l) neither this letter nor the Report may be used, circulated, or quoted, referred to by the Addressee, or by any other person or entity or for any other purposes, without PKF Littlejohn's prior written permission in each instance.; upon request of the Council, or PKF Littlejohn the Addressee will return to PKF Littlejohn or the Council all copies of the Report, as well as all supporting or ancillary documentation related thereto, provided that the Addressee may keep a copy of the Report and the related documentation if required by law or regulation or order of any court or government agency;
- (m) PKF Littlejohn, on the express written instructions of the Council, will provide a copy of the report to the Addressee; however, to the extent that PKF Littlejohn considers it necessary at its sole discretion, for example and without limitation, because of prospective criminal or civil proceedings, PKF Littlejohn will only provide a redacted version of the Report to the Addressee;
- (n) the terms of this letter will apply to any additional or supplementary information related to the Report that is provided to the Addressee in whatever format, and whether provided to it in response to its direct inquiries or otherwise;
- (o) this letter shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute shall be governed by the exclusive jurisdiction of the English Courts; and
- (p) references herein to the PKF Littlejohn's members, directors, employees, agents and consultants include partners, directors, employees, agents and consultants of PKF Littlejohn and its subsidiaries.

[Remainder of this page intentionally left blank]

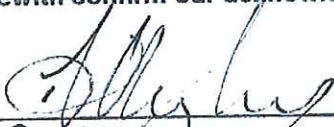
Please sign and return to PKF Littlejohn an acknowledgment copy of this letter evidencing your understanding and agreement with the foregoing.

Yours sincerely,



For and on behalf of

We herewith confirm our acknowledgement and agreement with the terms set forth in this letter.

Signed: 

Name: D. HUMPHREY

Title: _____

for and on behalf of the Addressee

Date: 23/06/2017

Acknowledged and accepted:

Signed: _____

Name: _____

Title: _____

for and on behalf of the Council

Date: _____

