

Government Information (Public Access) Act 2009
Explanatory Table - M1 Pacific Motorway Extension to Raymond Terrace Collaborative D&C Deed (Heatherbrae Bypass)

Under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**), there is a general public interest in favour of the disclosure of government information. Such information will not be disclosed, however, where there is an overriding public interest against disclosure or where the information is 'commercial-in-confidence'.

In accordance with its obligations under the GIPA Act, the table below provides an explanation of the information that Transport for NSW (**TfNSW**) has determined should not be disclosed in connection with the M1 Pacific Motorway Extension to Raymond Terrace Project (Heatherbrae Bypass) D&C Deed (the **Contract**) entered in by Seymour Whyte (the **Contractor**).

TfNSW has redacted the contractual provisions referred to in the table below due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of TfNSW or the Contractor and/or reveal commercial-in-confidence information.

In determining whether or not certain information in the Contract should be disclosed, TfNSW has considered the exemptions to disclosure set out in clause 32(1)(a) of the GIPA Act against the following public interest considerations:

- promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
- informing the public about operations of agencies and, in particular, their policies and practices for dealing with members of the public; and
- ensuring effective oversight of the expenditure of public funds provided.

TfNSW will continue to review and consider information not disclosed against these considerations. Where the prejudicial effect of disclosure is removed due to the passage of time or change of circumstances, further disclosures will be made.

Capitalised terms in this table have the meaning given to them in the Contract unless context indicates otherwise.

Contract

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Clause 2.3(d) – Authorities	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
2	Clause 2.4(c) – Independent Certifier	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
3	Clause 2.4(d) – Independent Certifier	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
4	Clause 2.6(c) – Environmental Representative	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
5	Clause 2.6(d) – Environmental Representative	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
6	Clause 2.9(f)(i)(A) – Subcontracts	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is a monetary threshold relating to the commercial regime that applies to subcontracts let by the Contractor.</p> <p>It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
7	Clause 4.5(c) - Change in Control of the Contractor	<p>Section 32(1)(d) and Items 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the commercial regime that applies to a Change in Control of the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
8	Clause 4.6(c) - Change in Control of the Parent Company Guarantor	Section 32(1)(d) and Items 4(d) of the Table at Section 14.	<p>The information not disclosed is part of a clause that relates to the commercial regime that applies to a Change in Control of the Parent Company Guarantor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
9	Clause 5.1A – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
10	Clause 5.20(c) – Third Party Agreements	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the allocation of responsibility for complying with various Third Party Agreements.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
11	Clause 5.22(b); Clauses 5.22(h)(iii) and (iv); Clauses 5.22(j) to (l) - New COVID-19 Directives and COVID-19 Impacts	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the allocation of responsibility for COVID-19 related risks between TfNSW and the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
12	Clause 5A – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The clause not disclosed relates to a commercial regime in the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
13	Clause 6.1(c)(i); clause 6.1(c)(iii) – Access	<p>Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out various elements of the limitation on the Contractor's liability and obligation to indemnify TfNSW.</p> <p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
14	Clause 7.1(a)(iv) – Principal arranged insurance	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the insurances to be effected by TfNSW under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
15	Clause 7.1(f) – Principal arranged insurance	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is part of a clause that relates to the insurances to be effected by TfNSW under the Contract, including the percentage amount of the limit of liability for certain insurances that, if exceeded, will trigger an increase in that limit.</p> <p>The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>disadvantage in relation to other Contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
16	Clause 7.5(d) – Contractor's insurance	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information not disclosed is part of a clause that relates to the insurances to be effected by the Contractor under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
17	Clause 7A.1(c); clause 7A.1(d) – Uncapped liability	<p>Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out various elements of the limitation on the Contractor's liability and obligation to indemnify TfNSW.</p> <p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
18	Clause 7A.2(a) to (e)– Capped liability	Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-	The information not disclosed sets out various elements of the limitation on the Contractor's liability.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
19	Clause 7A.3(j); Clause 7A.3(k) – Liquidated damages for delay in reaching Completion	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of the clause that relates to the Contractor's obligation to compensate TfNSW for delayed completion.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
20	Clause 8.1(a) – Unconditional undertakings	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value of the security provided by the Contractor under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
21	Clause 8.1(f) – Unconditional undertakings	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information not disclosed relates to the application of the unconditional undertakings in certain circumstances.

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		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
22	Clause 8A.3 – Financial Reporting Events	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's financial reporting obligations under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
23	Clause 8A.5(c)(ii) and Clause 8A.5(o) – Financial Mitigation Plan	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's reporting obligations under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
24	Clause 9.1(d); Clause 9.1(e) – Access	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to specific arrangements in connection with land access under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
25	Clause 10.1(b) – Services	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	<p>The information not disclosed relates to a commercial regime under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
26	Clause 10.5(a)(i); clauses 10.5(a)(iv) to (xii); clause 10.5(b); clause 10.5(c); and clause 10.5(d) - Contamination	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a bespoke arrangement in relation to the allocation of responsibility for contamination between TfNSW and the Contractor.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
27	Preamble to clause 10.6(a); clauses 10.6(a)(iii); 10.6(a)(iv); 10.6(b)(i); 10.6(b)(iii); 10.6(c)(iii); 10.6(c)(iv); 10.6(d)(ii); 10.6(e); 10.6(f); 10.6(g)(iii); and 10.6(i) – Site Conditions	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a bespoke arrangement for the allocation of responsibility for physical conditions and characteristics of the site between TfNSW and the Contractor.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
28	Clause 10.6A– Not disclosed	Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-	The information not disclosed is part of a clause that relates to a commercial regime in the Contract.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
29	Clause 10.6B – Not disclosed	<p>Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p> <p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
30	Clause 10.6C – Not disclosed	<p>Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p> <p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
31	Clause 10.6D – Not disclosed	<p>Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the Contract.</p> <p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
32	Clause 12.2(i)(v)(B) and Clause 12.2(i)(v)(C) – Preparation of Design Documentation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the extent of the Contractor's design responsibilities under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

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33	Clause 13.9(g)(ii); Clause 13.9(g)(v) – Southern Contract Interface	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime in the Contract that has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
34	Clause 14 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The clause not disclosed relates to a commercial regime in the Contract that has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
35	Clause 15.4(e) – Valuation	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime in the Contract that has not been disclosed.</p> <p>The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
36	Clause 15.6(g) – The Contractor may propose Variation	<p>Section 32(1)(a) and paragraph (b) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is the percentage amount of the relevant cost savings that is to be adjusted for a Variation.</p> <p>The information not disclosed would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
37	Clause 16.5 – Acceptance of work	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the Contract. The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
38	Clause 16.6 – Works	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	<p>The information not disclosed relates to the time periods applicable to the Contractor's obligations to rectify defects under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
39	Clause 16.7(a); clause 16.7(h) – Local Area Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the time periods applicable to the Contractor's obligations to rectify defects under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
40	Clause 16.8(a) – Service Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the time periods applicable to the Contractor's obligations to rectify defects under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
41	Clause 16.8(c) – Service Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's obligations to rectify defects under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
42	Clause 16.9 – Property Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the time periods applicable to the Contractor's obligations to rectify defects under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
43	Clause 17.6(a) and Clause 17.6(c)– Delay costs	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to relief for delays to the Contractor's activities.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
44	Clause 18.1(c) – Principal's payment obligation for design and construction	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the percentage amount to be retained by the Principal from amounts payable to the Contractor in certain circumstances.</p> <p>The information not disclosed would disclose the Contractor's payment and security arrangements and would place it at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
45	Clause 18.1(d) – Principal's payment obligation for design and construction	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed relates to a commercial regime under the Contract.</p> <p>The disclosure of this information would disclose the Contractor's payment and security arrangements and would place it at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
46	Clause 18.1A – Not disclosed	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The clause not disclosed relates to a commercial regime under the Contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
47	Clause 18.1B – Not disclosed	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The clause not disclosed relates to a commercial regime under the Contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
48	<p>Clause 18.2(c)(v) – Payment claims</p>	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the Contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
49	<p>Clause 18.2(d)(ii) – Payment claims</p>	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is the percentage amount that may be retained by TfNSW from amounts payable to the Contractor in certain circumstances.</p> <p>The disclosure of this information would disclose the parties' payment and security arrangements and would place them at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	
50	<p>Clause 21.1(n); Clause 21.1(o) – Notice of default</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out certain circumstances pursuant to which TfNSW may issue a default or termination notice.</p> <p>The information not disclosed would disclose a key financial threshold under the Contract and place the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
51	<p>Clause 21.2(d) – Contents of notice</p>	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a time period and relates to the circumstances that may trigger TfNSW's right to terminate the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
52	<p>Clause 21.3(e); clause 21.3(f) – Principal's rights</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is the percentage amount of the General Liability Cap which, if reached or exceeded, would enable the Principal to terminate the Contract or exercise a Step-in Right.</p> <p>The information not disclosed would disclose a key financial threshold under the Contract and place the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
53	<p>Clause 21.3(i); Clause 21.3(j) – Principal's rights</p>	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a time period and relates to the circumstances that may trigger TfNSW's right to terminate the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
54	<p>Clause 21.7(a)(i); Clause 21.7(a)(iii) – Termination by the Contractor</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to circumstances that may trigger the Contractor's right to terminate the Contract.</p> <p>The disclosure of this information would disclose a key financial threshold under the Contract and place the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
55	<p>Clause 21.9(c); clause 21.9(g) – Consequences of termination by the Contractor and</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information not disclosed is part of a clause that relates to compensation payable to the Contractor upon termination of the Contract for TfNSW's convenience.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
	termination for convenience	<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose a financial component of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
56	Clause 22.27 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The clause not disclosed relates to a commercial regime under the Contract.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
57	Clause 23.2 – paragraph (c) of the definition Abandons and Abandonment	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to time-related thresholds that relate to circumstances that may trigger the Contractor's right to terminate the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
58	Clause 23.2 – the definition immediately following the definition of Act of Prevention	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
59	Clause 23.2 paragraphs (b) to (e) – definition of Actual Project Contract Sum	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to clauses that have been redacted in the main body. The efficacy of the redaction to the main body clauses is dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
60	Clause 23.2 – the definition immediately following the definition of Actual Project Contract Sum	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
61	Clause 23.2 – the definition immediately	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
	following the definition of Bank Bill Rate	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	<p>dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
62	Clause 23.2 – definition of Change in Codes and Standards	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information not disclosed is the date that relates to the allocation of responsibility for Changes in Codes and Standards.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
63	Clause 23.2 – the definition immediately following the definition of Commonwealth	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
64	Clause 23.2 – the definition immediately following the definition of Completion	Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
65	Clause 23.2 – the definitions immediately following the definition of Contamination	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The five definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
66	Clause 23.2 – the definition immediately following the definition of Contractor Background IP	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The definition not disclosed relates to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
67	<p>Clause 23.2 – the definition immediately following the definition of COVID-19 Impact</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
68	<p>Clause 23.2 – paragraphs (f) and (g) of the definition of Direct Costs</p>	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is part of a clause that relates to the extent of relief afforded to the Contractor.</p> <p>The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
69	Clause 23.2 – the definition immediately following the definition of Dispute Resolution Procedure	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
70	Clause 23.2 – the definitions immediately following the definition of Environment	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The two definitions not disclosed relate to a clause that has been redacted in its entirety in the main body. The efficacy of the redactions to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
71	Clause 23.2 – the definitions immediately following the definition of Environmental Review Group	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The two definitions not disclosed relate to clauses that have been redacted in their entirety in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
72	Clause 23.2 – the definition immediately following the definition of Excepted Risks	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
73	Clause 23.2 – paragraph (d), and (f) to (n) of the definition of Excusable Cause of Delay	<p>Section 32(1)(a) and paragraphs (a) and (b) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to time relief the Contractor may be entitled to under the Contract.</p> <p>This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
74	Clause 23.2 – paragraphs (a), (b), (e) and (f) of the definition of Force Majeure Event	<p>Section 32(1)(a) and paragraphs (a) and (b) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed consists of events which may entitle the Contractor to relief under the Contract.</p> <p>This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
75	Clause 23.2 – the definitions immediately following the definition of Hold Point	<p>Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The six definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
76	Clause 23.2 – paragraphs (h) to (j) of the definition of Indirect or Consequential Loss	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a definition which relates to the limitation on the Principal and Contractor's liability.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
77	Clause 23.2 – the definition immediately following the definition of Information Documents	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
78	<p>Clause 23.2 – the paragraphs (b), (c) and (d) of the definition of Initial Project Contract Sum</p>	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
79	<p>Clause 23.2 – the definitions immediately following the definition of Issued for Construction Design Documentation or IFC Design</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The two definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>These are commercial-in-confidence provisions because they would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
80	<p>Clause 23.2 – the definitions immediately following the definition of Management Review Group</p>	<p>Section 32(1)(a) and paragraphs (a) and (b) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The two definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>These are commercial-in-confidence provisions because they would disclose the Contractor's financing arrangements and cost structure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
81	<p>Clause 23.2 – the definition of Minimum Aboriginal Participation Requirements</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is the percentage amount relevant to the composition of the Contractor's workforce.</p> <p>The information not disclosed would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
82	Clause 23.2 – the definition of Minimum Aboriginal Participation Spend	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is the percentage amount applicable to the calculation of the Minimum Aboriginal Participation Spend.</p> <p>The information not disclosed would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
83	Clause 23.2 – the definition of New COVID-19 Directive	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the commercial regime that applies to COVID-19 and the allocation of responsibility for COVID-19 related risks between TfNSW and the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
84	Clause 23.2 – the definitions immediately following the definition of NSW Guidelines	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The two definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
85	Clause 23.2 - the definition immediately	Section 32(1)(a) and paragraphs (a) and (b) of the definition of "commercial-in-	The definition not disclosed relates to a clause that has been redacted in its entirety in the main body, including the defined term. The efficacy of the

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
	following the definition of Opening Completion	<p>confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>redactions to the relevant definition is dependent on references to that definition also being redacted.</p> <p>This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
86	Clause 23.2 – the definitions immediately following the definition of Planning Approval	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The two definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined term referred to in those redacted clauses also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
87	Clause 23.2 – the definition immediately following the definition of Pre-Agreed Variation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relate to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
88	Clause 23.2 – the definition immediately following the definition of Principal Contractor	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that have been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
89	Clause 23.2 – the definition immediately following the definition of Principal's Assistant Representative	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relate to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
90	Clause 23.2 – paragraphs (f) and (g) of the definition of Principal's Representative's Statement	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed can be used to determine which decisions are subject to the specific regime for the review and dispute resolution that applies to this defined term.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
91	Clause 23.2 – the definition immediately following the definition of Principal's Representative's Statement	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
92	Clause 23.2 – paragraphs (a), (b), (f) and (h) of the definition of Qualifying Change in Law	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the bespoke allocation of responsibility for risks associated with Qualifying Changes in Law between TfNSW and the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
93	Clause 23.2 – paragraph (a) of the definition of Reserved Act	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed can be used to determine which acts or omissions by TfNSW may constitute an Act of Prevention, which is relevant to relief available to the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
94	Clause 23.2 - the definitions immediately following the definition of Service	<p>Section 32(1)(a) and paragraphs (a) and (b) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The three definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>These are commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
95	Clause 23.2 - the definition immediately following the definition of Tenderer	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
96	Clause 23.2 - the definition immediately following the definition of Third Party Rights	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
97	Clause 23.2 - the definitions immediately following the definition of Unearned Balance of the Construction Sum	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).	The three definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
98	<p>Clause 23.2 – the definitions immediately following the definition of Variation Proposal Request</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The six definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redactions to the main body clauses are dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>The disclosure of this information would disclose financial components of the Contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 1

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 1 - Item 2 - Construction Contract Sum	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
2	Schedule 1 - Item 2A – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
3	Schedule 1 - Item 2B – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
4	Schedule 1 - Item 2BB – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
5	Schedule 1 - Item 2C – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
6	Schedule 1 - Item 2D – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
7	Schedule 1 - Item 2DD – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
8	Schedule 1 - Item 2E – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
9	Schedule 1 - Item 3A – Date for Opening Completion	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is the date by which the Contractor's obligations must be completed under the Contract.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	place them at a disadvantage in negotiating with other parties in respect of future projects.
10	Schedule 1 - Item 3B - Date for Completion	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the date by which the Contractor's obligations must be completed under the Contract.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
11	Schedule 1 - Item 3C – Not disclosed	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the Contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
12	Schedule 1 - Item 4 – Design Contract Sum	Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-	The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
13	Schedule 1 - Item 4A – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
14	Schedule 1 - Item 4B – Not disclosed	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information not disclosed relates to pricing in respect of the work carried out by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
15	Schedule 1 - Item 7 - Parent Company Guarantor	<p>Section 32(1)(a) and paragraph (a) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is the identity of the parent company responsible for providing a guarantee.</p> <p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
16	Schedule 1 – Item 9 – Proof Engineer	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is the specific details of the Proof Engineer retained for the Project.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
17	Schedule 1 - Item 13 – Sunset Date	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is a date that affects the Contractor's obligations under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests.</p>
18	Schedule 1 - Item 14 – Elements of the Project Works and the Temporary Works to be assessed and verified by Proof Engineer	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed are details of specific Complex and Simple Structures applicable under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects</p>
19	Schedule 1 - Item 15 – Subcontractors	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed consists of subcontractors that the Contractor is to engage for specified work packages under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>
20	Schedule 1 - Item 16 – Aboriginal participation	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is the percentage amount used to calculate the Minimum Aboriginal Participation Spend.</p> <p>The information not disclosed would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
21	Schedule 1 - Item 18 – Notice details for the	Section 32(1)(d) and Item 3(a) of the Table at Section 14.	The information not disclosed is the name of the Principal's Representative under the Contract.

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
	Principal's Representative	The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.
22	Schedule 1 - Item 19 – Notice details for Contractor	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed is the name of the Contractor's representative under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
23	Schedule 1 - Item 21B – Project specific professional indemnity insurance	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information not disclosed is the level and period of project specific professional indemnity insurance cover required to be obtained under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
24	Schedule 1 - Item 23 – Motor vehicle / third party property insurance	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed is the minimum limit of cover required under the motor vehicle insurance policy to be obtained under the Contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
25	Schedule 1 - Item 31 - Site Conditions	Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).	The information not disclosed sets out the specific details relevant to a commercial regime under the Contract that has not been disclosed.

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
26	Schedule 1 - Item 34 - Cap on delay costs	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which the Contractor is entitled in particular circumstances under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
27	Schedule 1 - Item 36 - Liquidated Damages – Completion	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which TfNSW is entitled for delays in the Contractor's work under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
28	Schedule 1 - Item 37 - References to Scope of Works and Technical Criteria	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information not disclosed relates to a commercial regime under the Contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
29	Schedule 1 - Item 39 – Threshold for referral of a Dispute Avoidance Board decision to arbitration or litigation	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is the threshold dollar amount for referral of a Dispute Avoidance Board decision to arbitration or litigation under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
30	Schedule 1 - Item 40 – DAB Member Nominee List	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed is the names of the DAB Member Nominee List under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
31	Schedule 1 - Item 41 – Critical Non-Contestable Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the Contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 2

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 2 – D&C Payment Schedule	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed consists of pricing.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	

Schedule 4

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 4 – Progress Claim	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of an example payment claim that reveals commercially sensitive information.</p> <p>The disclosure of this information would disclose the parties' payment arrangements and cost structure and would place them at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 7

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 7 – Parent Company Guarantee – various clauses	<p>Section 32(1)(a) and paragraph (a) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed comprises commercial terms of the parent company guarantee negotiated between the Principal and the parent companies of the Contractor.</p> <p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

Schedule 12

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 12 – Deed of Appointment of Independent Certifier – various clauses	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another Contract.</p>	<p>The information not disclosed consists of commercial regimes relevant to the Independent Certifier and information that constitutes commercially sensitive information.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>Disclosure of these details would also result in disclosure of commercial-in-confidence provisions of the Deed of Appointment of Independent Certifier once it is executed, because it would reveal details of the Independent Certifier's cost structure.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 19

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 19 – Contractor's Personnel – Various clauses	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed consists of the names of each of the Contractor's key personnel under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the personnel's names because it would involve revealing an individual's personal information.</p>

Schedule 23

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 23 - Principal Subcontractor Pre-Qualification; Clause 2	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed consists of monetary thresholds relating to the registered categories of work applicable to certain subcontractors.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>

Schedule 30

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 30 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information relates to a commercial regime in the Contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 32

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 32 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information relates to a commercial regime in the Contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 36

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 36 – Insurance Schedule	<p>Section 32(1)(a) and paragraph (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information not disclosed consists of limits of cover required under insurance policies that the Principal and Contractor must respectively take out under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

Schedule 37

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 37 – Deed of Appointment of ER; Various Clauses	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another Contract.</p>	<p>The information not disclosed consists of commercial regimes relevant to the Environmental Representative and information that constitutes commercially sensitive information.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>Disclosure of these details would also result in disclosure of commercial-in-confidence provisions of the Deed of Appointment of ER once it is executed, because it would reveal details of the ER's cost structure.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 41

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 41 – Unfixed Goods and Materials	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the Unfixed Goods and Materials.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 42

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 42 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information relates to a commercial regime in the Contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 44

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 44 – Information Documents	<p>Section 32(1)(a) and paragraph (d) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 46

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 46 - Hold Points	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the specific details of Hold Points for which the Principal's Representative must be the Nominated Authority.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 48

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 48 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information relates to a commercial regime in the Contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 52

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 53 – Principal's Enabling Works / Services Locations	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out the specific details of the Principal's Enabling Works and Services Locations.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 54

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 54 – Financial Reporting Requirements and Information	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed contains specific (including pricing) details of financial reporting.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Exhibits

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Exhibit A – Scope of Works and Technical Criteria	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>It is a commercial-in-confidence provision and its disclosure could place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
2	Exhibit B – Site Access Schedule	<p>Section 32(1)(a) and paragraph (d) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
3	Exhibit C - Contract Program	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>It is a commercial-in-confidence provision and its disclosure could place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
4	Exhibit D – Confidentiality Deed Polls	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed is the names of the Contractor's representatives under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
5	Exhibit F - Electronic Files	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another Contract.</p>	<p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
6	Exhibit M – Certified AIP Plan	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the Contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>Disclosure of the redacted information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
7	Exhibit N – Insurance Policy Wording	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	<p>The information not disclosed is the content of the insurance policies to be obtained by TfNSW under the Contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.