

# ***Government Information (Public Access) Act 2009 (NSW)***

## **Explanatory Table**

### **Sydney Metro West – Central Tunnelling Works Design and Construction Deed**

#### **Contract Number: 00013/13033**

Capitalised terms in this table have the meaning given to them in the Sydney Metro West Central Tunnelling Works Design and Construction Deed (**CTP Deed**), unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009 (NSW)* (**GIPA Act**) for each redaction; and
- (b) weighed each redaction against the following key public interest considerations for disclosure:
  - (i) promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
  - (ii) creating public awareness and understanding on issues of public importance;
  - (iii) enhancing government transparency and accountability;
  - (iv) informing the public about the operations of the agency;
  - (v) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
  - (vi) ensuring fair commercial competition within the economy.

Sydney Metro notes that Schedule C1 (*Tunnelling Specification*), Schedule D8 (*Third Party Agreements*) and Schedule F1 (*Electronic Files*) contain a large number of files and are subject to technical size limitations. As such, these documents to the CTP Deed have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact [SMProcurement@transport.nsw.gov.au](mailto:SMProcurement@transport.nsw.gov.au) to arrange a time to inspect.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
<b>MAIN BODY</b>				
1.	Contents	The information redacted is defined terms and clauses which have been redacted entirely in the main body of the CTP Deed.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to certain provisions under the CTP Deed, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept to perform the Works; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
2.	Clause 1.1 (Definitions)	The information redacted is entire definitions, including the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to certain elements under the CTP Deed; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
3.	<p>Definition of "Agreed Remediation Scope (Solid Waste)"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Contamination, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</li> </ul>

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			<p>Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	<p>Definition of "Archaeological Consultant"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the name and ABN of the Archaeological Consultant.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the name and ABN of the Archaeological Consultant appointed by Sydney Metro; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul>

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			<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
5.	<p>Definition of "Archbold Road Contractor"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the name and ABN of the Archbold Road Contractor.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the name and ABN of the Archbold Road Contractor that will be interfacing with the Tunnelling Contractor on the project; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
6.	Definition of "Certified Utility Services Design"  Clause 1.1 (Definitions)	The information redacted is part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to certain certified approved for construction utility services works designs under the CTP Deed; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
7.	<p>Definition of "Change in Codes and Standards"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p>



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			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
8.	<p>Definition of "Change in Law"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into</p>

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			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
9.	<p>Definition of "Construction Contract Sum"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out Construction Contract Sum, being the dollar amount that the Principal is to pay the Tunnelling Contractor for the construction work to be performed under the CTP Deed;</p> <p>b) exposing the redacted information would reveal the amount that the Tunnelling Contractor was willing to accept for the construction work (and all affiliated risks) under the CTP Deed. Exposing this information may provide insight into the Tunnelling Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</p>

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
10.	<p>Definition of "Date of Substantial Completion"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Substantial Completion under the CTP Deed; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>c) the public interest has been served by revealing that the CTP Deed includes a regime for Substantial Completion.</li> </ul>

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				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
11.	Definition of "Designated Significant Subcontractor" Clause 1.1 (Definitions)	The information redacted is the name and ABN of the Designated Significant Subcontractors.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the name and ABN of the Designated Significant Subcontractors engaged by the Tunnelling Contractor; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Definition of "Design Contract Sum" Clause 1.1 (Definitions)	The information redacted is a dollar amount.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the Design Contract Sum, being the dollar amount that the Principal is to pay the</li> </ul>

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			<p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Tunnelling Contractor for its design services under the CTP Deed;</p> <p>b) exposing the redacted information would reveal the amount that the Tunnelling Contractor was willing to accept for the design work (and all affiliated risks) under the CTP Deed. Exposing this information may provide insight into the Tunnelling Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Definition of "Delay Costs"	The information redacted is the entire definition.	<i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

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	Clause 1.1 (Definitions)		<p><i>provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure, profit margins or full base case financial model and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>i. specific grounds on which the Tunnelling Contractor will be entitled to claim relief under the CTP Deed; and</li> <li>ii. payment arrangements for the works and services delivered under the CTP Deed;</li> </ul> <p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and</p> <p>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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14.	Definition of "Direct Costs" Clause 1.1 (Definitions)	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure, profit margins or full base case financial model and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out payment arrangements for the works and services delivered under the CTP Deed;</li> <li>b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and</li> <li>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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			There is an overriding public interest against disclosure.	
15.	Definition of "Environmental Representative or ER" Clause 1.1 (Definitions)	The information redacted is the name, ABN and address of the Environmental Representative.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the name, ABN and address of the Environmental Representative appointed by Sydney Metro; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Definition of "Excepted Risk" Clause 1.1 (Definitions)	The information redacted is an entire paragraph.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:



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			<p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out specific Excepted Risks that the Tunnelling Contractor will be entitled to claim relief for under the CTP Deed;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may provide insight into the Tunnelling Contractor's view on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
17.	<p>Definition of "Excusable Cause of Delay"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out specific grounds on which the Tunnelling Contractor will be entitled to claim relief for the Project Works;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may provide insight into the Tunnelling Contractor's view on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
18.	<p>Definition of "Independent Acoustics Advisor"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the name, ABN and address of the Independent</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is the name, ABN and address of the Independent Acoustics Advisor appointed by Sydney Metro; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		Acoustics Advisor.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Definition of "Initial Payment" Clause 1.1 (Definitions)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the amount of the Initial Payment;</p> <p>b) exposing the redacted information would reveal the amount that the Tunnelling Contractor was willing to accept for the Initial Payment. Exposing this information may provide insight into the Tunnelling Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
20.	<p>Definition of "Key Plant and Equipment"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the specific Key Plant and Equipment for which the Tunnelling Contractor will be entitled to claim relief for under the CTP Deed;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may provide insight into the Tunnelling Contractor's view on the likelihood of certain risks arising; and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
21.	<p>Definition of "Key Plant and Equipment Manufacturing Country"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is specific countries.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information identifies the Key Plant and Equipment Manufacturing Countries. The definition of Key Plant and Equipment Manufacturing Countries is relevant to determining the scope of events that may give rise to a Force Majeure event under the CTP Deed;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to a Force Majeure Event within and outside of a Key Plant and Equipment Manufacturing Country, and therefore the level of risk that the Tunnelling Contractor</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>was willing to price and accept. Exposing this information may provide insight into the Tunnelling Contractor's views on the likelihood of certain Force Majeure Events arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by disclosing the fact that the definition of a Force Majeure Events is limited to such events occurring within Australia or a Key Plant and Equipment Manufacturing Country.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
22.	<p>Definition of "Key Plant and Equipment Amount"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the Key Plant and Equipment Amount;</p> <p>b) exposing the redacted information would reveal the amount that the Tunnelling Contractor was willing to accept for the payment of the Key Plant and Equipment Amount. Exposing this information may provide insight into the Tunnelling Contractor's profit margins; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
23.	<p>Definition of "Offsite Overheads"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure, profit margins or full base case financial model and would place</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out payment arrangements for the works and services delivered under the CTP Deed;</li> <li>b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and</li> <li>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
24.	<p>Definition of "On-Site Overheads"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure, profit margins or full base case</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out payment arrangements for the works and services delivered under the CTP Deed;</li> <li>b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and</li> </ul>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>financial model and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
25.	<p>Definition of "Open Book Basis"</p> <p>Clause 1.1 (Definitions)</p>	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure,</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out payment arrangements for the works and services delivered under the CTP Deed;</p> <p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins or full base case financial model and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
26.	<p>Definition of "Overheads"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out payment arrangements for the works and services delivered under the CTP Deed;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure, profit margins or full base case financial model and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and</p> <p>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
27.	<p>Definition of "Principal's Design Review Period"</p> <p>Clause 1.1 (Definitions)</p>	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to design review, and therefore the risk that the Tunnelling Contractor was willing to price and accept.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
28.	<p>Definition of "Principal's Design Re-Review Period"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to design review, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
29.	<p>Definition of "Profit Margin"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure,</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out payment arrangements for the works and services delivered under the CTP Deed;</p> <p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins or full base case financial model and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
30.	<p>Definition of "Project Contract Sum Adjustment Event"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the parties' cost structure, which</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out a project-specific grounds on which the Tunnelling Contractor will be entitled to claim relief for the Project Works;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would place the parties at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may provide insight into the Tunnelling Contractor's view on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
31.	<p>Definition of "Significant Subcontract"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of Subcontracts which:</p> <ul style="list-style-type: none"> <li>i. require consent from the Principal's Representative; and</li> <li>ii. must include the provisions set out in Schedule A5 in the Subcontract;</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the redacted information reflects the risk priced and accepted by the Tunnelling Contractor and may also provide insight into the Tunnelling Contractor's underlying cost structure; and</p> <p>c) the public interest has been served by revealing the existence of certain obligations on the Tunnelling Contractor in relation to subcontracts exceeding certain threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
32.	<p>Definition of "Substantial Completion"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to specific Portions, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
33.	<p>Definition of "Tunnelling Contractor Consortium Deed"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the Tunnelling Contractor's Consortium Deed is confidential and exposing the name and details of this document may provide insight into the nature of the document; and</p> <p>b) the public interest has been served by revealing the fact that there was a Tunnelling Contractor Consortium Deed. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise name and details of this document.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
34.	Definition of "Tunnelling Contractor Guarantor"  Clause 1.1 (Definitions)	The information redacted is the entire definition.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information regulates the Parent Company Guarantees to be provided by the Tunnelling Contractor to the Principal;</li> <li>b) exposing the redacted information would reveal the nature and scope of the Parent Company Guarantees that the Tunnelling Contractor was willing to provide in relation to the project. It may also provide insight into the Tunnelling Contractor's views on the likelihood of the Principal having a right against the Parent Company Guarantor;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by revealing the fact that a Parent Company Guarantee is required to be provided by the Tunnelling Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the identity of the Tunnelling Contractor Guarantor.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
35.	Clause 1.2(u) (Interpretation)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
36.	Clause 4.4(b) (Utility Services)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information: <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a clause that has been redacted in its entirety;</li> </ul> </li> <li>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</li> <li>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
37.	Clauses 4.4(c)-(h) (Utility Services)	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the responsibilities of the parties in relation to the discovery of certain Utility Service Works;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to specific Utility Service Works, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks concerning utility works arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
38.	<p>Clauses 5.1(c) and 5.2(d)(i) (Subcontracting)</p>	<p>The information redacted is part of a clause and dollar amounts.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>i. the value of Subcontracts which must be disclosed to the Principal; or</li> <li>ii. commercially sensitive information in relation to Subcontractors that are required to enter into a deed in the form of Schedule A14;</li> </ul> <p>b) the redacted information reflects the risk priced and accepted by the Tunnelling Contractor and may also provide insight into the Tunnelling Contractor's underlying cost structure; and</p> <p>c) the public interest has been served by revealing the existence of certain obligations on the Tunnelling Contractor in relation to subcontracts exceeding certain threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
39.	<p>Clause 6.1(a) (Unconditional undertakings)</p>	<p>The information redacted is percentages.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the percentage of the Project Contract Sum that the Tunnelling Contractor must provide to the Principal as an unconditional undertaking;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor for default events, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the Tunnelling Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
40.	<p>Clause 6.4(b)(ii) (Release of unconditional undertakings)</p>	<p>The information redacted is a date.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the date by which the Principal must release the unconditional undertakings;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to security, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the Tunnelling</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of precise dates.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
41.	<p>Clause 6.4(b) (Release of unconditional undertakings)</p>	<p>The information redacted is a percentage.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the amount of the unconditional undertaking that the Principal can withhold on the date 18 months after the Date of Substantial Completion as a percentage of the cost of rectifying any outstanding Defects;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the rectification of defects 18 months after the Date of Substantial Completion, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the Tunnelling Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Clause 6.4(d) (Release of unconditional undertakings)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information outlines the time period in which the Principal must release the unconditional undertakings to the Tunnelling Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the retention and release of the unconditional undertakings, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that unconditional undertakings are required from the Tunnelling Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the time periods for release.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
43.	<p>Clauses 7.3(a)(i)(B), 7.3(b)(ii), 7.3(b)(iv), 7.3(b)(v)(E), 7.3(d)(iii) and 7.3(e)</p>	<p>The information redacted is part of clauses and entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and/or</li> <li>ii. relates to definitions that have been redacted in their entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definitions is dependent on references to those definitions also being redacted. The explanation for the redaction of these definitions is set out in row 2 of this table;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
44.	Clause 7A	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out specific grounds on which the Tunnelling Contractor will be entitled to claim relief under the CTP Deed;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may provide insight into the Tunnelling Contractor's view on the likelihood of certain risks arising; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
45.	<p>Clause 10.3 (<i>Occupation and use of partially completed Project Works</i>)</p>	<p>The information redacted is part of a clause and entire clauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the approach to Portions, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
46.	<p>Clause 10.4(b)(ii) (Reduction in entitlement)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a clause that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
47.	<p>Clauses 12.2(h)(ii), 12.2(q)(ii) and 12.2(q)(iii) (Access)</p>	<p>The information redacted is part of a clause and an entire sub-clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
48.	<p>Clauses 12.8(a), (c) and (e)</p> <p>(Physical conditions)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a clause that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
49.	<p>Clauses 12.9(b)(iii), 12.9(c) and 12.9(f)</p> <p>(Information Documents)</p>	<p>The information redacted is part of a clause and an entire clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the responsibilities of the parties in relation to the occurrence of a key risk on the project;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the occurrence the particular event, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to that event. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	
50.	<p>Clauses 12.17(a), (c)(i) and (c)(iv), 12.17(d), 12.18(d), 12.19(e)(v), 12.20(d), (e), (f), (j) and (k) and 12.20A</p>	<p>The information redacted is part of a clause and entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Contamination, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
51.	<p>Clause 12.24 <i>(Interface with Third Parties)</i></p>	<p>The information redacted is the entire clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the information redacted set out the rights and obligations of the parties in relation to the Third Party Agreements;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Third Party Agreements, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising;</li> <li>c) if the redacted information were disclosed, third parties may be able to use that information to their advantage in</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>d) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
52.	<p>Clause 12.25 (<i>Adjoining Properties</i>)</p>	<p>The information redacted is the entire clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the information redacted set out the rights and obligations of the parties in relation to Adjoining Properties;</p> <p>b) the Principal is still in the process of negotiating with adjoining property owners. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
53.	<p>Clause 14.3(c)(ii)</p> <p><i>(Design warranties)</i></p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
54.	<p>Clauses 14.6(b)(i) and (ii), 14.6(b)(ii)(E) and 14.6(d)</p> <p><i>(Ownership of documentation)</i></p>	<p>The information redacted is part of a clause and an entire - subclause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and/or</li> <li>ii. relates to a definition that has been redacted in its entirety;</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Clause 14.9 (Design Life)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets the Tunnelling Contractor's liability in respect of the Design Lives of the Project Works; and</p> <p>b) exposing the redacted information would also reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Design Lives of the Project Works,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and therefore the level of risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) the length of time that claims may be made with respect to design life was also a key part of the proposal for the Tunnelling Contractor. The time periods provide lucidity on the Tunnelling Contractor's capabilities, and that information is expected to be used by the Tunnelling Contractor in the future; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
56.	<p>Clauses 15.2(a)(iii) and (d)</p> <p><i>(Proposed Changes)</i></p>	<p>The information redacted is entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information contains information regarding the Tunnelling Contractor's entitlements when responding to a Change Proposal Request from the Principal;</p> <p>b) the disclosure of the redacted information would provide insight on the amount that the Tunnelling Contractor was willing to accept in relation to the submission of a Change</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(d) and (f) and item 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Proposal Request. Exposing this information may provide insight into the Tunnelling Contractor's profit margins, and also provide insight into the Tunnelling Contractor's views on of the likelihood of it being asked to submit a Change Proposal Request;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the remainder of the clause on Proposed Changes. In light of the disclosure of this information there is an overriding public interest against the disclosure of the other clauses.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
57.	Clause 15.5(d)(i)(B)(bb) (Valuation)	The information redacted is the entire sub-clause.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information in relation to the valuation of certain Changes under the CTP Deed;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure, profit margins or full base case financial model and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and</p> <p>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
58.	<p>Clause 15.7(g)(ii) (Tunnelling Contractor may propose Change)</p>	<p>The information redacted is a percentage.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information reveals the percentage of savings to be passed on to the Tunnelling Contractor if a Change gives rise to cost savings;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the disclosure of the redacted information reveals the apportionment of benefits arising from a cost saving as agreed between the parties. Exposing this information may provide insight on the Tunnelling Contractor's views of its potential capabilities, and the likelihood of it being able to streamline the works to gain benefit from this cost savings clause. It may also provide insight into the Tunnelling Contractor's profit margins;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that the Project Contract Sum would be reduced by an amount proportional to the size of the cost saving. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Clause 16.3(d) <i>(Performance of Tunnelling Contractor's Activities)</i>	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Third Party Agreements, and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising;</p> <p>b) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Clause 16.17	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
61.	<p>Clauses 16.18(c)(i) and (f)(ii)</p> <p>(Track Possessions)</p>	<p>The information redacted is part of a clause and an entire sub-clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
62.	Clause 16.19(b) <i>(Indemnity for delays to rail services)</i>	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out commercially sensitive information regarding the late return of a Track Possession by the Tunnelling Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to delay risks. Exposing this information may also provide insight into the parties' views on its potential capabilities and the likelihood of delay; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Clause 16.20	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
64.	<p>Clauses 17.3(a)(ii)(D), 17.4(a) and (b) and 17.5</p> <p><i>(Defects, Inspection and Repair)</i></p>	<p>The information redacted is part of a clause and an entire clause and sub-clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor in relation to defects; and/or</li> <li>ii. relates to a clause that has been redacted in its entirety;</li> </ul>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
65.	Clause 17.6 (Works)	The information redacted is dates.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the end of the Defects Correction Period;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to in relation to the rectification of defects after the Date of Completion of a Portion, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that there is a Defects Correction Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
66.	<p>Clauses 17.11(a), (b), (c) and (e)</p> <p><i>(Warranties by others)</i></p>	<p>The information redacted is part of a clause and entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to certain subcontractor warranties required under the CTP Deed, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Clause 18.1(e) <i>(Principal's Representative)</i>	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information regarding the Principal's Representative;</p> <p>b) exposing the information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the occurrence of particular events. Exposing this information may also provide insight into the Tunnelling</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor's views on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
68.	<p>Clause 18.2(d)(iii) (Tunnelling Contractor's personnel)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of the matters which the Project Director of the Tunnelling Contractor can enter into on the basis of their delegated authority;</p> <p>b) the redacted information concerns sensitive information on the internal operations of the Tunnelling Contractor. Revealing the redacted information may prejudice the Tunnelling Contractor's legitimate business and commercial interests, as other parties dealing with the Tunnelling Contractor may be able to use this information to their advantage; and</p> <p>c) the public interest has been served by revealing the fact that the Project Director has the delegated authority to bind the Tunnelling Contractor in matters below of specific value. In light of the disclosure of this information there is an overriding</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>public interest against the disclosure of the specific dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
69.	<p>Clause 18.12(d)(iii) (Minimise disruption and complaints and notifications)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the value of damage to adjoining land which the Tunnelling Contractor must repair;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the repair of damage on Adjoining Properties, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept;</li> <li>c) the information may also be used by adjoining properties owners, prejudicing the position of the Tunnelling Contractor when resolving claims concerning damage to adjoining land;</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) the public interest has been served by revealing the existence of a maximum value for repair work to Adjoining Properties that the Tunnelling Contractor is required to carry out. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
70.	<p>Clauses 19.6(b)(i)(E) and 19.6(h)(iii)</p> <p><i>(Extension of time)</i></p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the provision of early access under the CTP Deed, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
71.	<p>Clauses 19.6(d), (f)(i) and (f)(ii)</p> <p><i>(Extension of time)</i></p>	<p>The information redacted is an entire clause and part of a clause.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
72.	<p>Clause 19.9(j)(ii)(B) (Directions to change sequencing, accelerate, defer activities or make accessible)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a clause that has been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Clause 19.10 (Tunnelling Contractor's delay costs)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the Tunnelling Contractor's entitlement to delay costs, including events giving rise to delay costs;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to key delay risks, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key delay events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
74.	Clauses 19.10A and 19.10B	The information redacted is entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the amounts and the mechanism for calculating payments payable under the CTP Deed which are commercially sensitive and, if disclosed, may provide a unique insight into the Tunnelling Contractor's cost structures;</li> <li>b) revealing the information would provide insight into the Tunnelling Contractor's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; and</li> <li>c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</li> </ul> <p>Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
75.	<p>Clause 20.3 (Effect of payment schedules and payments)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out sensitive information concerning payment rights; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
76.	Clauses 20.4(a) and (b) <i>(Provision of documentation and other requirements)</i>	The information redacted is percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information identifies the percentage of the amount set out in the payment schedule that the Principal is obliged to pay the Tunnelling Contractor if the Tunnelling Contractor has not complied with the conditions listed in clauses 20.4(a) or 20.4(b);</li> <li>b) the purpose of the clause is to incentivise the Tunnelling Contractor to provide all documents and achieve the other requirements set out in clauses 20.4(a) and 20.4(b). The redacted information reflects a negotiated amount which the Tunnelling Contractor has priced and accepted;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the Tunnelling Contractor the amount set out in a payment schedule if the Tunnelling Contractor fails to satisfy its obligations set out under clauses 20.4(a) or 20.4(b). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
77.	Clauses 20.6(a)(i), 20.6(a)(ii) and 20.6(h)(i)  <i>(Payment for Key Plant and Equipment)</i>	The information redacted is part of a clause and a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>i. the number of unconditional undertakings;</li> <li>ii. the percentage of the Key Plant and Equipment Amount that is to be provided in each unconditional undertaking; and</li> <li>iii. the percentages by which the unconditional undertakings are to be reduced over time;</li> </ul> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Key Plant and Equipment. In doing so, it would also provide insight on the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks arising, and as well as providing lucidity on the Tunnelling Contractor's underlying cost structure;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of an unconditional undertaking in relation to Key Plant and Equipment. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
78.	<p>Clauses 20.6(b), (c), (d), (e) and (f)(ii)-(iii)</p> <p>(Payment for Key Plant and Equipment)</p>	<p>The information redacted is entire clauses and part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information concerns the rights and obligations of the parties in relation to the Key Plant and Equipment;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Key Plant and Equipment. In doing so, it would also provide insight on the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide lucidity on the Tunnelling Contractor's underlying cost structure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Clause 20.10 (Interest)	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the percentage at which the Principal will pay the Tunnelling Contractor simple interest above the Bank Bill;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor for outstanding amounts payable, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
80.	<p>Clause 20.12(d)(ii) (Provisional Sum Work)</p>	<p>The information redacted is an entire sub-clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>c) the redacted information sets out sensitive information concerning payment rights;</li> <li>d) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to particular items of Provisional Sum Work under the CTP Deed, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</li> <li>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</li> </ul>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
81.	<p>Clauses 20.13(d) and (e)</p> <p><i>(Initial Payment)</i></p>	<p>The information redacted is time periods, amounts and a dollar amount.</p>	<p><i>Section 31(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>i. the timeframe for repayment of the Initial Payment by the Tunnelling Contractor;</li> <li>ii. the amount by which the Tunnelling Contractor's payment claims will be reduced to allow for repayment of the Initial Payment; and</li> <li>iii. the timeframe which triggers a repayment obligation for the Tunnelling Contractor if the deed is terminated; and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Clause 20.16	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
83.	<p>Clauses 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7 and 22.12</p> <p>(Liability)</p>	<p>The information redacted is entire clauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the Tunnelling Contractor's total aggregate liability, including limits on the Tunnelling Contractor's liability;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to liability under the CTP Deed. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and the likelihood of the Tunnelling Contractor being held liable for the events identified in clause 22;</li> <li>c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Clause 23.1(f) ( <i>Responsibility for care of the Project Works</i> )	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information: <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition and a clause that have been redacted in their entirety;</li> </ul> </li> <li>b) the efficacy of the redaction to the relevant definition and clause is dependent on references to that definition and clause also being redacted;</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Clauses 23.2 and 23.3	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information regarding the Tunnelling Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to liability under the CTP Deed. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and the likelihood of the Tunnelling Contractor being held liable in the circumstances specified in these clauses;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) the redacted information sets out an arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Clauses 23.4(a), 23.5(c), 23.7, 23.8, 23.9, 23.10, 23.11, 23.12, 23.13, 23.14, 23.15, 23.16, 23.17, 23.18, 23.19, 23.21 and 23.23	The information redacted is a date, a dollar amount and entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information outlines:</p> <ul style="list-style-type: none"> <li>i. the time period in which the Principal must effect the insurances set out in Schedule E6; and</li> <li>ii. the insurance policies that the Tunnelling Contractor is required to effect and maintain, and includes the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information on the scope and cover to be provided by the policies;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) the scope of the insurance that the Principal requires the Tunnelling Contractor to effect may be taken as an indication of the risk levels involved with the Tunnelling Contractor's obligations under the CTP Deed. This may have signalling effects to the market and provide insight into the Tunnelling Contractor's financial arrangements; and</p> <p>d) by revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
87.	<p>Clauses 24.3(a)(xi) and (xii)</p> <p><i>(Termination by the Principal for insolvency or breach)</i></p>	<p>The information redacted is percentages.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the percentage value of the Project Contract Sum that the aggregate liability of the Tunnelling Contractor must exceed before the Principal will have a right to terminate the CTP Deed;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against Tunnelling Contractor. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of an event entitling the Principal to exercise its right under clause 24.3;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a right to terminate when the Tunnelling Contractor's liability exceeds a specific percentage of the Project Contract Sum. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
88.	<p>Clauses 24.3(a)(i)(C), 24.3(a)(ii), 24.3(a)(v), 24.3(a)(vii), 24.3(a)(x),</p>	<p>The information redacted is parts of clauses and entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against the Tunnelling Contractor. Exposing</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	24.3(d) and 24.3(e) <i>(Termination by the Principal for insolvency or breach)</i>		<p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of an event entitling the Principal to exercise its right under clause 24.3; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Clause 24.3A	The information redacted is the entire clause.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to definitions that have been redacted in their entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definitions is dependent on references to those definitions also being redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Clause 24.7(e) (Cost)	The information redacted is a percentage.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the percentage of the unpaid balance of the Construction Contract Sum that the Tunnelling Contractor is entitled to if the Principal terminates for convenience;</p> <p>b) the disclosure of the redacted information would provide insight on the amount of the outstanding Construction Contract Sum that the Tunnelling Contractor was willing to accept if the Principal exercised its rights under clause 24.7(e). Exposing this information may provide insight into the Tunnelling Contractor's views on the likelihood of the Principal exercising this right;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;. and</p> <p>d) the public interest has been served by revealing the existence of an entitlement of the Tunnelling Contractor to a percentage of the unpaid balance of the Construction Contract Sum. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Clause 32.1(c)(D)	The information redacted is	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>(Notices)</i>	names and email addresses of individual persons.	<p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
92.	Clause 32.5(d) <i>(Indemnities to survive)</i>	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out limits on the parties' liabilities under the CTP Deed;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. It would also provide insight on the Tunnelling Contractor's cost structure; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
93.	Execution page of the main body of the CTP Deed	The information redacted is the names and signatures of the signatories and witnesses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
<b>SCHEDULES</b>				
94.	Item 1 Schedule A1 <i>(Conditions Precedent)</i>	The information redacted is the names and ABNs of Significant Subcontractors.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the names and ABNs of the Significant Subcontractors that are required to enter into significant subcontractor side deed with the Tunnelling Contractor and the Principal; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
95.	<p>Items 5, 6, 7 and 8</p> <p>Schedule A1</p> <p><i>(Conditions Precedent)</i></p>	The information redacted is entire items.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information regulates the Parent Company Guarantees to be provided by the Tunnelling Contractor to the Principal;</li> <li>b) exposing the redacted information would reveal the nature and scope of the Parent Company Guarantees that the Tunnelling Contractor was willing to provide in relation to the project; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
96.	<p>Schedule A2</p> <p><i>(Portions and Milestones)</i></p>	The redacted information is dates, dollar amounts and	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		Portion and Milestone descriptions.	<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>i. the description of certain Portions and Milestones;</li> <li>ii. the Date for Substantial Completion of each Portion;</li> <li>iii. the Date for Milestone Achievement of each Milestone; and</li> <li>iv. the rate of Liquidated Damages if Substantial Completion or Milestone Achievement does not occur by the Date for Substantial Completion or the Date for Milestone Achievement;</li> </ul> <p>b) exposing the redacted information would reveal the risk that the Tunnelling Contractor priced and accepted in relation to Liquidated Damages regime and the relevant Dates for Substantial Completion and Milestone Achievement. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the Tunnelling Contractor to achieve Substantial Completion of the relevant portions by the Date for Substantial Completion for each Portion and to reach Milestone Achievement of the relevant Milestones by the Date for Milestone Achievement. In</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>light of this disclosure there is an overriding public interest against the disclosure of the precise dates, dollar amounts and Portion and Milestone descriptions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
97.	Schedule A3 (Pre-Agreed Changes)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted schedule concerns the Pre-Agreed Changes under the CTP Deed. The information redacted includes:</p> <ul style="list-style-type: none"> <li>i. a description of the Pre-Agreed Changes that the Principal has a right to exercise;</li> <li>ii. the date by which the Principal has a right to exercise that Pre-Agreed Change;</li> <li>iii. the amendments to the CTP Deed and the Tunnelling Specification if the Principal chooses to exercise the Pre-Agreed Change; and</li> <li>iv. adjustments to the Project Contract Sum if the Principal chooses to exercise the Pre-Agreed Change;</li> </ul> <p>b) in setting out the Tunnelling Contractor's entitlement in relation to each Pre-Agreed Change, the schedule provides visibility on the Tunnelling Contractor's profit margins. The information also reveals the apportionment of risk that the Tunnelling Contractor is willing to price and accept for each Pre-Agreed Change; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
98.	Item 1(e) Schedule A5 (Subcontract Requirements)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information commercially sensitive information in relation to Subcontractors that are required to enter into a deed in the form of Schedule A14;</li> <li>b) the redacted information reflects the risk priced and accepted by the Tunnelling Contractor and may also provide insight into the Tunnelling Contractor's underlying cost structure; and</li> <li>c) the public interest has been served by revealing the existence of certain obligations on the Tunnelling Contractor in relation to subcontracts exceeding certain threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
99.	Schedule A6 <i>(Significant Subcontractors)</i>	The information redacted is the names, ABNs and addresses of the Significant Subcontractors.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the names, ABNs and addresses of the Significant Subcontractors under the CTP Deed; and</li> <li>b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
100.	Schedule A7 (Subcontractors to provide warranties)	The information redacted is Subcontract Work descriptions and warranty periods.	<p><i>Section 32(1)(d), item 1(f)</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the categories of Subcontract Work and warranty periods for which the Tunnelling Contractor must procure warranties from the relevant subcontractors;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to subcontractor warranties, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept;</li> <li>c) the warranty periods provide insight into the subcontractor's capabilities, and that information is expected to be used by the Tunnelling Contractor in the future. Additionally, this information may provide insight into the Tunnelling Contractor's ability to obtain certain warranty periods from the market; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
101.	Schedule A9 ( <i>Tunnelling Contractor's Personnel</i> )	The information redacted is the names of individual persons.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies the names of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
102.	Schedule A10 ( <i>Form of Independent Certifier Deed</i> )	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the form of Independent Certifier Deed; and</li> <li>b) revealing the information would disclose the apportionment of risk between the parties in relation to the Independent Certifier and the nature of risk the Tunnelling Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
103.	Schedule A11 (Form of Master Interface Deed)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is a deed to be entered into by the Tunnelling Contractor which sets out mechanisms to address interface risk on the Sydney Metro West project;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that the Tunnelling Contractor was willing to price and accept; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
104.	Schedule A12 (Form of Collateral Warranty Deed Poll)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the form of the collateral warranty required to be provided in relation to works which the Tunnelling Contractor is required to design, construct and handover to the Principal; and</li> <li>b) revealing the information would disclose an apportionment of the risk between the parties and the nature of risk the Tunnelling Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
105.	Schedule A16 (Nominated Subcontracts)	The information redacted is the names and ABNs of the Nominated Subcontractors.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the names and ABNs of the Nominated Subcontractors under the CTP Deed; and</li> <li>b) if the redacted information were to be disclosed, third parties may be able to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
106.	Schedule A17 (IDAR Panel Agreement)	The information redacted is a percentage and information related to the rates payable.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out, among others, the method for calculating fees in the case of a Dispute between the parties and fees payable to Members of the IDAR Panel under the IDAR Panel Agreement;</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
107.	Schedule A20 (Deed of Disclaimer)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information contains personal information, including the names of signatures of individual persons;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Information Documents, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
108.	Schedule A22 ( <i>Geotechnical Reports</i> )	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Geotechnical Reports, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
109.	Schedule A23 (Overall D&C Program)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the documents which form the Overall D&amp;C Program;</li> <li>b) exposing the redacted information would reveal the level of risk the Tunnelling Contractor was willing to price and accept in relation to the timing of the delivery of the Project Works. It would also reveal a program which the Tunnelling Contractor has invested a significant amount of time developing, and which the Tunnelling Contractor may want to use in future bids to gain a competitive advantage; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
110.	Schedule A27	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to definitions and a clause that have been redacted in their entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definitions and clause is dependent on references to those definitions and clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
111.	Schedule A28 (Track Possessions)	The information redacted is two tables.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the Track Possessions including specific dates and configurations;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Tunnelling Contractor's Overall D&amp;C Program and related risks and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
112.	Schedule A29	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to definitions that have been redacted in their entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definitions is dependent on references to those definitions also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
113.	Schedule A30 (Initial ECI Design)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to design, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
114.	Schedule A31	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a definition and a clause that have been redacted in their entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant definition and clause are dependent on references to that definition and clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
115.	Schedule D1 (Site Access Schedule)	The information redacted is tables and drawings.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>i. details relating to the site access drawings; and</li> <li>ii. the Early Site Access Dates, Site Access Dates and Site Access Expiry Dates;</li> </ul> <p>(b) the Tunnelling Contractor's delivery strategy and timing of works is a competitive differentiator of its proposal, and therefore part of its successful bidding strategy. Significant investment may have been made by the Tunnelling Contractor in the development and refinement of such strategy, and the access locations and access dates, combined with other information, could contain the Tunnelling Contractor's intellectual property. The Tunnelling Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information would reduce its competitive commercial value;</p> <p>(c) the Tunnelling Contractor has obligations under the CTP Deed with respect to accessing the Construction Site, including obligations relating to the prevention of delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the redacted information would provide insight into the level of risk the Tunnelling Contractor</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>was willing to price and accept. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the Site Access Schedule.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
116.	Schedule D4 (Approval Conditions)	The information redacted is part of a clause and entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Planning Approvals, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
117.	Schedule D5 <i>(Requirements of Third Party Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the extent of the Principal's responsibility and obligations for certain third party agreements;</li> <li>b) exposing the redacted information would reveal the allocation of risk under the CTP Deed in respect of fulfilling the requirements of third party agreements;</li> <li>c) the Principal is still in the process of negotiating the draft Third Party Agreements. If the redacted information were disclosed, the relevant third parties may be able to use that information</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors, and would place the Principal at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same third party agreements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
118.	Schedule D6 <i>(Requirements of Adjoining</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Property Owner Agreements)		<p>effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>a) the redacted information sets out the extent of the parties responsibility and obligations under the Adjoining Property Owner Agreements. The Tunnelling Contractor is responsible for all obligations under an Adjoining Property Owner Agreement not expressly assumed by the Principal in one of the tables;</p> <p>b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the Tunnelling Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
119.	Schedule D7 (Requirements of Adjoining Property Easements)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) The redacted information sets out the extent of the parties responsibility and obligations under the Adjoining Property Easements. The Tunnelling Contractor is responsible for all obligations under the Adjoining Property Easements not expressly assumed by the Principal in one of the tables;</li> <li>b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</li> <li>c) disclosing the redacted information would provide insight on the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Adjoining Property Easements, and therefore the risk that the Tunnelling Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
120.	Schedule D9 (Pro-Forma Adjoining Property Owner Agreement)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the pro-forma Adjoining Property Owner Agreement that the Principal is to enter into with adjoining landowners;</li> <li>b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</li> <li>c) disclosing the redacted information would provide insight on the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the Tunnelling Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
121.	Schedule D10 (Pro-Forma Easement)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the pro-forma Adjoining Property Easement that the Principal is to enter into with adjoining landowners;</li> <li>b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>prejudice the effective exercise by the Principal of its functions; and</p> <p>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Adjoining Property Easements, and therefore the risk that the Tunnelling Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
122.	Schedule D11 (Adjoining Properties)	The information redacted is a table.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>a) the information redacted set out the rights regarding Adjoining Properties that the Principal is to acquire under the CTP Deed. It includes information on the nature of the license, the period for which the license will operate, and the relevant site area;</p> <p>b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements and Adjoining Property Easements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) revealing the information could prejudice the Principal's legitimate business, commercial or financial interests, and also affect the Principal's procurement of third parties for future projects, thereby compromising the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
123.	Schedule D12 (Adjoining Property Easements)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the scope of the Adjoining Property Easements that the Principal is to acquire under the CTP Deed;</li> <li>b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</li> <li>c) disclosing the redacted information would provide insight on the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Adjoining Property Easements, and therefore the risk that the Tunnelling Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
124.	Schedule D13 ( <i>Reliance Letters</i> )	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the information redacted sets out the right of the Tunnelling Contractor to rely on the Geotechnical Reports provided by the relevant authors;</li> <li>b) exposing the redacted information would reveal the amount of risk that the Tunnelling Contractor was willing to price and accept in relation to the information provided under the Reliance Letters; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
125.	Schedule D14 (Areas of Contamination Concern)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the information sets out the description and location of the Areas of Contamination Concern that have been identified under the CTP Deed; and</li> <li>b) disclosure of the redacted information will provide insight on the scope of contamination risk that the Tunnelling Contractor was willing to price and accept under the CTP Deed. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage when tendering or negotiating future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
126.	Schedule D15 (Key Contaminated Areas)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the information sets out the description and location of the Key Contaminated Areas that have been identified under the CTP Deed; and</li> <li>b) disclosure of the redacted information will provide insight on the scope of contamination risk that the Tunnelling Contractor was willing to price and accept under the CTP Deed. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage when tendering or negotiating future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
127.	Schedule D16 (Contaminated Future Development Sites)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the information sets out the description and location of the Contaminated Future Development Sites that have been identified under the CTP Deed; and</li> <li>b) disclosure of the redacted information may provide insight on the scope of contamination risk that the Tunnelling Contractor was willing to price and accept under the CTP Deed. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage when tendering or negotiating future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
128.	Schedule D17 (Artefact Risk Areas)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the information sets out the location of the Artefact Risk Areas that have been identified under the CTP Deed; and</li> <li>b) disclosure of the redacted information may provide insight on the scope of Artefact risk that the Tunnelling Contractor was willing to price and accept under the CTP Deed. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
129.	Schedule D19 (Compensable Hazardous Materials)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Compensable Hazardous Materials, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</li> </ul>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
130.	Schedule D20 (Principal Hazardous Material Reports)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the information redacted sets out the scope and details of the Principal Hazardous Material Reports provided by the Principal under the CTP Deed;</li> <li>b) exposing the redacted information would reveal the amount of risk that the Tunnelling Contractor was willing to price and accept in relation to the information provided under the Principal Hazardous Material Reports; and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
131.	Schedule D21 (Certified Utility Services Designs)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the certified approved for construction utility services works designs under the CTP Deed; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
132.	Schedule E1 <i>(Design Payment Schedule)</i>	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence"</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<ul style="list-style-type: none"> <li>i. the design element or components of the Project Works;</li> <li>ii. the payment for the performance of each design element or component; and</li> <li>iii. daywork rates and margins in order to value adjustments to the Design Contract Sum and Design Payment Schedule;</li> </ul> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the design work under the CTP Deed;</p> <p>c) the itemisation of work may also reveal a program which the Tunnelling Contractor has invested a significant amount of time developing, and which the Tunnelling Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the design work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
133.	Schedule E2 (Construction Payment Schedule)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p> <ul style="list-style-type: none"> <li>i. the components of the construction work;</li> <li>ii. the payment for the performance of each identified component of the construction;</li> <li>iii. the daywork margins and rates; and</li> <li>iv. all other rates and margins for the works to be performed as part of the Tunnelling Contractor's construction obligations;</li> </ul> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the construction work;</p> <p>c) the itemisation of work may also reveal a program which the Tunnelling Contractor has invested a significant amount of time developing, and which the Tunnelling Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the construction work for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
134.	Schedule E3 ( <i>Transitional Handover Services Payment Schedule</i> )	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information identifies the payment for the performance of any Transitional Handover Service that the Tunnelling Contractor may be required to undertake under the CTP Deed;</li> <li>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the Transitional Handover Services under the CTP Deed; and</li> <li>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the Transitional Handover Services for the project. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
135.	Schedule E4 (Unconditional Undertaking)	The information redacted is an entire paragraph.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information in relation to the expiry of the unconditional undertakings provided by the Tunnelling Contractor under the CTP Deed;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the expiry of the unconditional undertakings, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> </ul>

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			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) the public interest has been served by revealing the fact that an unconditional undertaking provided by the Tunnelling Contractor under the CTP Deed can have an expiry date.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
136.	Schedule E5 (Parent Company Guarantee)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the Parent Company Guarantee required under the CTP Deed;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the Tunnelling Contractor and the Parent Company Guarantor in relation to certain obligations under the CTP Deed, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
137.	Schedule E6 (Insurance Policies)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the terms and conditions of the insurance policies required to be provided by the Principal under the CTP Deed;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Tunnelling Contractor was willing to price and accept;</li> <li>c) the scope of the insurance may be taken as an indication of the risk levels involved with the Tunnelling Contractor's obligations under the CTP Deed. This may have signalling effects to the market and provide insight into the Tunnelling Contractor's financial arrangements;</li> <li>d) knowledge of the extent of the insurance obligations may have adverse impacts on the Tunnelling Contractor's ability to negotiate with its subcontractors and other related parties, particularly in circumstances where the Tunnelling Contractor seeks to ensure those parties effect their own insurance; and</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
138.	Schedule E7 (Target Remediation Costs)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Contamination, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
139.	Schedule E9 (Valuation Mechanism)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information outlines how some of the costs payable to the Tunnelling Contractor may be increased or decreased in circumstances where the deed contemplates an adjustment to the Project Contract Sum;</li> <li>b) the disclosure of the redacted information would provide insight on the Tunnelling Contractor's cost structure by revealing the types of costs and margins for which the Tunnelling Contractor is to be compensated; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
140.	Schedule E10 (Performance Incentive Regime)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the mechanism and rates for calculating performance incentive payments under the CTP Deed which is commercially sensitive and, if disclosed, may provide a unique insight into the Tunnelling Contractor's cost structures;</li> <li>b) revealing the information would provide insight into the Tunnelling Contractor's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; and</li> <li>c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
141.	Schedule E11	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> <li>i. is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</li> <li>ii. relates to a clause that have been redacted in its entirety;</li> </ul> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>