

**Government Information (Public Access) Act 2009
Explanatory Table - Gateway Project Deed**

Roads and Maritime Services (**RMS**) has redacted the contractual provisions referred to below due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of Sydney Airport Corporation Limited (**SACL**), RMS and Transport for NSW (**TfNSW**), and/or reveal the commercial-in-confidence provisions of a government contract. RMS will continue to review this information to ensure that where the prejudicial effect of disclosure will be removed due to a passage of time or change of circumstances, further disclosures will be made.

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Clause 1.1 - the definition immediately following the definition of Deed	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition.</p> <p>RMS 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"> (a) The masked information is a reference to a class of costs which, read in conjunction with other information that is not included, imposes a penalty on a person for delays. Revealing this information, in combination with other information that is not included, would be expected to place that person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties.
2.	Clause 1.1 - The definition immediately following Environmental Laws	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose</p>	<p>The information not disclosed are two definitions relating to the calculation of an amount.</p> <p>RMS 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"> (a) This information, in combination with other information that is not included, would provide insight into a person's costs structure and profit margins. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties, as similar terms may be

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		<p>the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>expected.</p>
3.	<p>Clause 1.1 - The definition immediately following the definition of Integration Deed</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition.</p> <p>RMS 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"> (a) The masked information includes is a definition of an amount. This information, in combination with parts of clause 10 that are not included, would provide insight into a person's costs structure and profit margins. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties.
4.	<p>Clause 1.1 - The definition immediately following the definition of Minister</p>	<p>Section 32(1)(a) and definitions (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' financing arrangements.</p> <p>The disclosure of this information could</p>	<p>The information not disclosed is a definition.</p> <p>RMS 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"> (a) The masked information contains a definition that, combined with other information that is not included, would provide insight into a person's financing arrangements. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties.

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		reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.	
5.	Clause 1.1 - The definition immediately following the definition of Project Document	<p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition.</p> <p>RMS 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"> (a) The masked information refers to an area on a person's land. This information, in combination with other information that is not included, would disclose a person's financing arrangements and costs structures. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties. (c) Revealing this information would prejudice the legitimate business and commercial interests of a person as it would disclose an area of land that will be impacted by the project works.
6.	Clause 1.1 - Definition of Third Party Interest - paragraph (c)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and</p>	<p>The information not disclosed is part of a definition.</p> <p>RMS 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"> (a) The masked information defines a class of Third Party Interests which will be affected under the Project Deed. This information, in combination with other information that is not included, would disclose details of an area of land that will be impacted by the project works. Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would disclose a person's

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			commercial relationships with third parties.
7.	Clause 1.1 - Definition of Utilities - paragraph (b)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and</p>	<p>The information not disclosed is part of a definition.</p> <p>RMS 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"> (a) The masked information defines a class of Third Party Interests which will be affected under the Project Deed. This information, in combination with other information that is not included, would disclose details of an area of land that will be impacted by the project works. Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would disclose a person's commercial relationships with third parties.
8.	Clause 2.1 - Conditions Precedent - subclause (a)(ii) and parts of subclauses (b) and (c)	<p>Section 32(1)(d) and item 1 (e) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal a deliberation or consultation conducted, or an opinion, advice or recommendation given, in such a way as to prejudice a deliberative process of government or an agency.</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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"> (a) The masked information is series of conditions precedent which must be satisfied under the Project Deed should be completed. Revealing this amount would reveal a deliberation or consultation conducted, or an opinion, advice or recommendation given, in such a way as to prejudice a deliberative process of government or an agency.
9.	Clause 2.2(h) 2.3	<p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other</p>	<p>The information not disclosed is part of a clause and an entire clause.</p> <p>RMS 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"> (a) The masked information contains the structure, apportionment of costs, and funding arrangements in respect of a particular class of works to be performed under the Project Deed. This information, in combination with other information that is not included, would disclose a person's financing

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		<p>information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>arrangements in respect of those works,</p> <p>(b) This information, in combination with other information that is not included, would also give insight into a person's costs structure and profit margins.</p> <p>(c) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on a person's ability to negotiate with other parties, as similar terms may be expected.</p>
10.	Clause 3.4(n)(iv) - Airport Master Plan variation or replacement	<p>Section 32(1)(a) and definitions (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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 masked information is a date which is the maximum for any extension of the Sunset Date. Revealing this date would likely place a person at a substantial commercial disadvantage as it is a key commercial term of the Deed.</p>
11.	Clause 3.10 - Sydney Airport costs Reimbursement	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p>	<p>The information not disclosed is a dollar figure.</p> <p>RMS 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 masked information discloses the maximum amount recoverable by a person. This information, combined with other information that is not included, would provide insight into the persons' costs structure and profit margins.</p> <p>(b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on</p>

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		The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.	the person's ability to negotiate with other parties, as similar terms may be expected.
12.	Clauses 4(a)-(d) - Specific project works requirements	<p>Section 32(1)(a) and definitions (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and 4(d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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"> (a) The masked information refers a person's obligations in respect to procurement of easements over specific areas of land. Revealing this information would be expected to prejudice a person's legitimate commercial interests. (b) The masked information refers to areas on a person's land. Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person ability to negotiate with other parties (c) Revealing this information would prejudice the legitimate business and commercial interests of a person as it would disclose an area of land that will be impacted by the project works.
13.	Clause 5.1 - Easement Terms- parts of subclause (b)(vi)	<p>Section 32(1)(d) and item 1 (e) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal a deliberation or consultation conducted, or an opinion, advice or recommendation given, in such a way as to prejudice a deliberative process of government or an agency.</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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"> (a) The masked information is series of conditions precedent which must be satisfied under the Project Deed should be completed. Revealing this amount would reveal a deliberation or consultation conducted, or an opinion, advice or recommendation given, in such a way as to prejudice a deliberative process of government or an agency.
14.	Clauses 5.3-5.6	Section 32(1)(a) and definitions (a) and (e) of	The information not disclosed is an entire set of clauses.

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		<p>"commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' financing arrangements.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>RMS 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"> (a) The masked information contains particulars of a representation and warranty provided by one party to another in relation to the land tenure arrangements to be entered into under the Project Deed. This information, combined with other information that is not included, would provide insight into a person's financing arrangements. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties.
15.	Clause 6.4(d)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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"> (a) The masked information relates to the structure, apportionment of costs, and funding arrangements in respect of a particular class of works to be performed under the Project Deed. This information, in combination with other information that is not included, would disclose a person's financing arrangements in respect of those works, (b) This information, in combination with other information that is not included, would also give insight into a person's costs structure and profit margins. (c) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties.
16.	Clause 10.1(c) - Grant of Construction	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p>	<p>The information not disclosed is an area in square metres.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

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	Licences	<p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>(a) The masked information refers to the limit by which Licensed Area can be increased before a person is entitled to negotiate commercial terms. This information, and in combination with other information that is not included, would disclose a person's costs structure and profit margins.</p> <p>(b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties, as similar terms may be expected.</p> <p>(c) The public interest has been served by the disclosure of licence fee and the right of a person to negotiate commercial terms if the aggregate increase in Licensed Areas is above a certain limit. In light of this disclosure, there is an overriding public interest against the disclosure of the precise square metre limit.</p>
17.	Clauses 10.2 and 10.3	<p>Section 32(1)(a) and definitions (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is an entire clause.</p> <p>RMS 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 masked information details the obligation of a person provide another person with access to particular areas. Revealing these details in combination with other information that is not included would likely place a person at a substantial commercial disadvantage they would likely have an impact on the person's ability to negotiate with other parties.</p>
18.	11.1(b), c(i)-(ii), (d)(iii)	<p>Section 32(1)(a) and definitions (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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 masked information defines certain warranties and acknowledgements relating to certain due diligence matters for the project. This information, in combination with other information that is not included, would disclose details of an area of land that will be impacted by the project works. Revealing this information would be expected to place a person at a</p>

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		prejudice the legitimate business interests of the parties.	<p>substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties.</p> <p>(b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would disclose a person's commercial relationships with third parties.</p>
19.	Clause 11.2(b) - Vacant Possession and Costs, 11.4	<p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed a dollar amount.</p> <p>RMS 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 masked information provides the apportionment of costs associated the treatment of Services as part of the Stage 3A Works and the Stage 3D Works where the costs exceed a stated amount. This information, combined with other information that is not included, would be expected to provide insight into a person's financing arrangements.</p> <p>(b) The masked information also defines a class of Third Party Interests which will be affected under the Project Deed. This information, in combination with other information that is not included, would disclose details of an area of land that will be impacted by the project works. Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties</p> <p>(c) Furthermore, the masked information refers to a particular class of works to be performed under the Project Deed. This information, combined with other information that is not included, would be expected to provide insight into a person's financing arrangements.</p> <p>(d) This information, combined with other information that is not included, would disclose a person's costs structure and profit margins.</p> <p>(e) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties, as similar terms may be expected.</p>

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	Clause 13.1(b)(ii)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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"> (a) The masked information refers to areas on a person's land and cost structures in relation to certain uses of that land. Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties. (b) Revealing this information would prejudice the legitimate business and commercial interests of a person as it would disclose an area of land that will be impacted by the project works.
	Clause 14.1(e), (g)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause and an entire clause.</p> <p>RMS 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"> (a) The masked information contains the structure, apportionment of costs, and funding arrangements in respect of a particular class of works to be performed under the Project Deed. This information, in combination with other information that is not included, would disclose a person's financing arrangements in respect of those works, (b) This information, in combination with other information that is not included, would also give insight into a person's costs structure and profit margins. <p>Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on a person's ability to negotiate with other parties, as similar terms may be expected.</p>
20.	Clauses 16.1(a) and (e), 16.2,	Section 32(1)(a) and definitions (a) and (b) of "commercial-in-confidence provisions" (clause	<p>The information not disclosed is part of several clauses.</p> <p>RMS weighed the competing public interest considerations and determined that there</p>

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	16.3(a)(ii) - Alternative Projects	<p>1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> (a) The masked information discloses the figure which is referenced in the calculation of any contribution by a person in relation to the cost of the Alternative Project. This information would disclose the person's financing arrangements, costs structure and profit margins associated with any Alternative Project. (b) The public interest has been served by the disclosure of the terms which must be agreed in respect of any Alternative Project Agreement in 16.1(c). In light of this disclosure there is an overriding public interest against the disclosure of the precise class of costs included.
21.	Clause 16.4	<p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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"> (a) The masked information discloses percentages and the calculation of payments which are to be made by a person to another due to a party withdrawing from an Alternative Project Agreement. This information would disclose a person's financing arrangements, costs structure and profit margins associated with any Alternative Project. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the person's ability to negotiate with other parties, as similar terms may be expected. (c) The public interest has been served by the disclosure of the terms which must be agreed in respect of any Alternative Project Agreement in 16.1(c). In light of this disclosure there is an overriding public interest against the disclosure of the precise class of costs included.
22.	Clause 22.1(c)(i), (ii)	Section 32(1)(d) and item 3(a) of the Table to Section 14.	<p>The information not disclosed are the names of the parties' representatives.</p> <p>RMS weighed the competing public interest considerations and determined that there</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	and (iii) - How notice is to be given		<p>was an overriding public interest against disclosure of this information because:</p> <p>(a) The masked information are the names, address and email addresses of individuals. Revealing this information would reveal those individuals' personal information.</p>
23.	Clause 26 (a)(i)-(ii)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause.</p> <p>RMS 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 masked information refers to areas on a person's land. Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would likely have an impact on the a person ability to negotiate with other parties</p> <p>(b) Revealing this information would prejudice the legitimate business and commercial interests of a person as it would disclose an area of land that will be impacted by the project works.</p>

Schedule 1

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 1 - Item 2 - Reference Sunset Date	<p>Section 32(1)(a) and definitions (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and</p>	<p>The information not disclosed is a date.</p> <p>RMS 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 masked information is a date by which certain obligations under the Project Deed should be completed. Revealing this amount would likely place a person at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p>

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		prejudice the legitimate business interests of the parties.	
2.	Schedule 1 - Item 4 - Licence Fee	<p>Section 32(1)(a) and definitions (a) (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed are a dollar figures, periods of time, formulae, and a reference to a particular class of works.</p> <p>RMS 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"> (a) The masked information is a dollar figure, periods of time, and formulae used to calculate the Licence Fee with reference to the square metre area of each Construction Compound. Revealing these details would disclose a person's costs structure and profit margins. (b) Revealing this information would likely place a person at a substantial commercial disadvantage as contractors could request similar terms in future contract negotiations. (c) The masked information also refers to a particular class of works. The disclosure of this information, in combination with other information which is not included, would provide insight into a person's financing arrangements. (d) The public interest has been served by disclosing that there is a Licence Fee and the terms of payment and repayment of the Licence Fee. In light of this disclosure, there is an overriding public interest against the disclosure of the redacted information.

Schedule 3

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Final paragraph of	Section 32(1)(a) and definitions (a) and (e) of "commercial-in-confidence provisions" (clause	<p>The information not disclosed is part of a schedule.</p> <p>RMS weighed the competing public interest considerations and determined that there</p>

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 3	<p>1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> (a) The masked information is a reference to insurance arrangements for a specific class of works to be performed under the Project Deed. Revealing this information, in combination with other information that is not included, would give insight into a person's financing arrangements. (b) Revealing this information would be expected to place a person at a substantial commercial disadvantage as it would, in combination with other information that is not included, give insight into a person's land tenure arrangements.

Schedule 5

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 5 - Licensed Area	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-</p>	<p>The information not disclosed is an entire schedule.</p> <p>RMS 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"> (a) The masked information is a set of maps showing areas of a person's land to be licensed for the purposes of the Project Deed. Revealing this information would be expected to place a person at a substantial commercial disadvantage by revealing details of a person's land tenure arrangements and proposed dealings with a person's land. (b) Revealing this information, in combination with other information that is not included, may diminish its commercial value to a person. (c) Revealing this information would prejudice a person's legitimate business,

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.	<p>commercial and financial interest by disclosing information about the precise details of dealings with a person's land.</p> <p>(d) The public interest has been served by disclosing the information in the Project Deed and Schedule 4 regarding the general terms of a person's licences. In light of this disclosure, there is an overriding interest against the disclosure of the precise details of the licensed area.</p>

Schedule 6

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 6 - Maps	<p>Section 32(1)(a) and definitions (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is an entire schedule.</p> <p>RMS 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 masked information is a set of maps showing areas of a person's land. Revealing this information, in combination with other information that is not included, would be expected to place a person at a substantial commercial disadvantage by revealing details of a person's proposed land tenure arrangements.</p> <p>(b) Revealing this information, in combination with other information that is not included, may diminish its commercial value to a person.</p> <p>(c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about the precise details of dealings with a person's land.</p> <p>(d) The public interest has been served by disclosing the information in the Project Deed regarding the general terms of the easement. In light of this disclosure, there is an overriding interest against the disclosure of the precise details of the easement area.</p>

Schedule 8

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 8 - Concept Design - Items 17, 17A., 17b. and 17c.	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a schedule.</p> <p>RMS 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"> (a) The masked information provides details of specific works to be performed on parts of a person's land. Revealing this information would be expected to place a person at a substantial commercial disadvantage by revealing details of proposed dealings with a person's land. (b) Revealing this information, in combination with other information that is not included, would diminish its commercial value to a person. (c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about the precise details of dealings with a person's land. (d) The public interest has been served by disclosing the information in the Project Deed regarding the general terms of the project works. In light of this disclosure, there is an overriding interest against the disclosure of the precise details of the licensed area.
2.	Schedule 8 - Annexure A - Map 21	<p>Section 32(1)(a) and definitions (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could</p>	<p>The information not disclosed is an entire schedule.</p> <p>RMS 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"> (a) The masked information is a set of maps showing areas of a person's land. Revealing this information, in combination with other information that is not included, would be expected to place a person at a substantial commercial disadvantage by revealing details of a person's proposed land tenure arrangements. (b) Revealing this information, in combination with other information that is not

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.	<p>included, may diminish its commercial value to a person.</p> <p>(c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about the precise details of dealings with a person's land.</p> <p>(d) The public interest has been served by disclosing the information in the Project Deed regarding the general terms of project's concept design and terms of the project works. In light of this disclosure, there is an overriding interest against the disclosure of the precise details of the licensed areas.</p>

Schedule 9

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 9 - Submission Programs	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is an entire schedule.</p> <p>RMS 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 masked information provides details of specific dates on which the parties are required to complete their obligations under the Project Deed. Revealing this information would be expected to place a person at a substantial commercial disadvantage by disclosing precise details of deadlines for the project works.</p> <p>(b) Revealing this information, in combination with other information that is not included, would diminish its commercial value to a person.</p> <p>(c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about the precise details of deadlines for the project works.</p> <p>(d) The public interest has been served by disclosing the information in the Project Deed regarding the general terms of the project works. In light of this</p>

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			disclosure, there is an overriding interest against the disclosure of the precise details of the licensed area.

Schedule 10

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 10 - Licensed Area Access and Tenure Schedule	<p>Section 32(1)(a) and definitions (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is an entire schedule.</p> <p>RMS 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"> (a) The masked information is table setting out the location of licensed areas, dates for access, terms, for access and conditions for handback. Revealing this information, in combination with other information that is not included, would be expected to place a person at a substantial commercial disadvantage by revealing details of a person's proposed land tenure arrangements. (b) Revealing this information, in combination with other information that is not included, would diminish its commercial value to a person. (c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about the precise details of dealings with a person's land. (d) The public interest has been served by disclosing the information in the Project Deed and Schedule 4 regarding the general terms of a person's licences. In light of this disclosure, there is an overriding interest against the disclosure of the precise details contained in this schedule.

Schedule 11

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 11 - Due Diligence Materials	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is an entire schedule.</p> <p>RMS 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"> (a) The masked information provides details of specific documents provided by the parties as part of the due diligence process. Revealing this information would be expected to place a person at a substantial commercial disadvantage by disclosing the nature of documents in the possession of the parties. (b) Revealing this information, in combination with other information that is not included, would diminish its commercial value to a person. (c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about the precise details of deadlines for the project works. (d) The public interest has been served by disclosing the information in the Project Deed regarding the general terms of the project works. In light of this disclosure, there is an overriding interest against the disclosure of the precise details of the licensed area.

Schedule 13

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 13 - T2/T3 Funded Works - Clause	<p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p>	<p>The information not disclosed is an entire clause.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	3	<p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>(a) The masked information discloses details of the funding arrangements in respect of the T2/T3 Funded Works. Revealing this information, in combination with other information that is not included, would be expected to place a person at a substantial commercial disadvantage by revealing details of a person's financing arrangements, costs structures and profit margins.</p> <p>(b) Revealing this information, in combination with other information that is not included, would diminish its commercial value to a person.</p> <p>(c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about a person's financing arrangements.</p>
2.	Schedule 13 - Attachment 1	<p>Section 32(1)(a) and definitions (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a definition.</p> <p>RMS 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 masked information discloses an aspect of the funding arrangements in respect of the T2/T3 Funded Works. Revealing this information, in combination with other information that is not included, would be expected to place a person at a substantial commercial disadvantage by revealing details of a person's financing arrangements, costs structures and profit margins.</p> <p>(b) Revealing this information, in combination with other information that is not included, would diminish its commercial value to a person.</p> <p>(c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about a person's financing arrangements.</p>

Schedule 16

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 13 - Map of specific leased areas of SACL land	<p>Section 32(1)(a) and definitions (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d) of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is an entire schedule.</p> <p>RMS 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"> (a) The masked information is a map detailing the potential impact of the Project Works on leased parts of a person's land. A person has an intellectual property interest in the information. (b) Revealing this information, in combination with other information that is not included, would be expected to place a person at a substantial commercial disadvantage by revealing the impact of the Project Works on a person's land. (c) Revealing this information, in combination with other information that is not included, would diminish its commercial value to a person as it has been disclosed in the Project Deed on a confidential basis. (d) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about a person's intended land tenure arrangements.

Schedule 17

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 17 - Inner West Council Lands	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4 (b), (c) and (d)</p>	<p>The information not disclosed is an entire schedule.</p> <p>RMS 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"> (a) The masked information is a set of maps showing areas of Inner West

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>of the Table to Section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>Council land to be used for the purposes of the Project Deed. Revealing this information would be expected to place a person at a substantial commercial disadvantage by revealing details of a person's land tenure arrangements and proposed dealings with Inner West Council land.</p> <p>(b) Revealing this information, in combination with other information that is not included, would diminish its commercial value to a person.</p> <p>(c) Revealing this information would prejudice a person's legitimate business, commercial and financial interest by disclosing information about the precise details of dealings with Inner West Council land.</p> <p>(d) The public interest has been served by disclosing the information in the Project Deed regarding the general terms of the works to be performed on Inner West Council lands. In light of this disclosure, there is an overriding interest against the disclosure of the precise details of these areas.</p>