

Redaction Schedule Planning and Design Services Agreement

Redaction Schedule - IPD-22-12013 – Circular Quay Renewal Planning and Design Services Agreement

Circular Quay Renewal Planning and Design Services Agreement dated 16 November 2022 between Transport for NSW (ABN 18 804 239 602) and Capella Capital Pty Limited (ACN 127 727 771) as agent for the Capella Capital Partnership (ABN 68 720 326 224) (Contract No. IPD-22-12013)

Register of information not disclosed: prepared in accordance with sections 6 and 32(2) of the *Government Information (Public Access) Act 2009 (NSW)*.

The following table summarises confidential information contained in the abovementioned contract that has been redacted from the contract published on the TfNSW website and the reason the information has not been disclosed. The table will be amended to reflect confidential information redacted from any material variations as they occur and are published. There is currently no intention that this confidential information will be published in the contracts register in future, though TfNSW 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.

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

- promoting open discussion of public affairs, enhancing government accountability, or contributing to positive and informed debate on issues of public importance;
- ensuring effective oversight of the expenditure of public funds and the best use of public resources;
- creating public awareness and understanding on issues of public importance;
- enhancing government transparency and accountability;
- informing the public about the operations of the agency; and
- ensuring fair commercial competition within the economy.

To apply for a copy of this information, please submit a formal access application to TfNSW. Information on how to do so can be found on the TfNSW website: <https://www.transport.nsw.gov.au/about-us/access-to-information>.

Page Reference (pdf copy)	Clause Reference	General description of information	Reasons for redaction under Government Information (Public Access) Act 2009 (NSW)	Explanation of the Reasons under the Government Information (Public Access) Act 2009 (NSW)	To be produced at a later date
Planning and Design Services Agreement – body					
2–5, 6	Contents and document description	References to redacted clauses are redacted.	Please refer to applicable references in the below table to these clauses being redacted.	Please refer to applicable references in the below table to these clauses being redacted.	No
7–8	Deed Execution Page	All signatures and names of witnesses are redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 3(a) personal information.	The information not disclosed is the name and signatures of each individual who executed this contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.	No
9	Clause 1.1 Definition after definition of “Asset Lifecycle Services”	Entire definition is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties’ legitimate business, commercial, professional and financial interests in respect of future projects and prejudice the exercise by TfNSW of its functions.	No

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11	Clause 1.1 Definition of "Date for FBO Submission"	Date is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed is the applicable Date for the FBO Submission. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional and financial interests during the Transaction Phase on this project and prejudice the exercise by TfNSW of its functions.	No
13	Clause 1.1 Definition after definition of "Legislative Requirement"	Entire definition is redacted.	32(1)(a) commercial-in-confidence provisions of a contract. 32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. The disclosure of this information would place the PDSA P&D Partner at substantial commercial disadvantage in relation to other contractors or potential contractors. TfNSW also weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects and prejudice the effective exercise by TfNSW of its functions.	No

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15	Clause 1.1 Definition after definition of "Related Entity"	Contents of this definition is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional and financial interests in respect of future projects.	No
18	Clause 1.4 (Government Agencies)	Contents of para (d)(iii) after the words "this Deed" and before the words "PDSA P&D Partner" is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	No
20	Clauses 3.1 (General)	Contents of para (a)(v) after the word "TfNSW" is redacted. Contents of para (a)(vii) after the words	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to PDSA P&D Partner's general obligations under the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business,	No

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		<p>"TfNSW is aware" is redacted.</p> <p>Contents of para (a)(ix) after the word "circumstances" and before the words "adversely affect" is redacted.</p> <p>Contents of para (b)(i) after the words "intended purposes as" and before the words "this Deed" is redacted.</p>		commercial, professional or financial interests in respect of future projects and prejudice the exercise by TfNSW of its functions.	
21	Clause 3.1 (General)	Contents of para (d)(ii) before the words "bears all risks however" is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	<p>The information not disclosed relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects.</p>	No

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21	Clause 3.1A	Entire contents of clause 3.1A is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects.	No
21	Clause 3.3 (Non-Complying Services)	Contents after para (b)(ii) and before para (c) is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to the Non-Complying Services regime within the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it could place them at a disadvantage in negotiating with other parties in respect of future projects and prejudice the exercise by TfNSW of its functions.	No
24	Clause 3.8 (AMB Compliance)	Contents of para (a) before the words "the PDSA P&D Partner" is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government.	The information not disclosed relates to the PDSA P&D Partner's obligation to hold AMB Authorisations. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure	No

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			4. Business interests of agencies and other persons.	because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects and prejudice the effective exercise by TfNSW of its functions.	
24	Clause 3.8 (AMB Compliance)	Entire contents of para (ba) is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to the PDSA P&D Partner's obligation to hold AMB Authorisations. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects and prejudice the effective exercise by TfNSW of its functions.	No
27	Clause 6.2 (Review process)	Entire contents of para (a) is redacted. Entire contents of paras (b)(i)B. and (b)(ii) are redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government.	The information not disclosed relates to the review process for Submission Documents included within the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure	No

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			4. Business interests of agencies and other persons.	because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects and prejudice the effective exercise by TfNSW of its functions.	
28	Clause 6.3 (PDSA P&D Partner's acknowledgements)	Contents of the preamble before para (a) after the words "acknowledges and agrees that" and before the words "TfNSW is not bound to" is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects.	No
32	Clause 10.2 (Public Liability Insurance)	Contents of the second paragraph after the words "one of the class of persons constituting the insured" is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to public liability insurance coverage. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects and prejudice the effective exercise by TfNSW of its functions.	No

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32	Clause 10.2 (Public Liability Insurance)	Dollar amount in para (b) is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed is the monetary amount of public liability insurance provided by TfNSW where the Services include Rail Safety Work. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects and prejudice the effective exercise by TfNSW of its functions.	No
33	Clause 10.4 (PDSA P&D Partner's Insurance Obligations)	Entire contents of para (c) is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to the PDSA P&D Partner's obligations with respect to insurance policies. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	No

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36	Clause 15.2 (Access to premises)	Contents of clause before the words "the PDSA P&D Partner must, at all reasonable times" is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons	The information not disclosed relates to TfNSW's access rights under the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects and prejudice the effective exercise by TfNSW of its functions.	No
37	Clause 16.5 (Covid-19)	Contents of para (c) after the words "stated in clause 16.6" and before the words "the PDSA P&D Partner" is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	No
39	Clause 16.6 (New Covid-19 Directives)	Contents of para (c) after the words "under clause 16.6(a)" and before the words "will be reduced" is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would	No

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				prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	
39	Clause 16.7	Entire contents of this clause is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects.	No
40	Clause 16.8	Entire contents of this clause is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional and financial interests in respect of future projects and prejudice the exercise by TfNSW of its functions.	No

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44–45	Clause 18.2	Entire contents of this clause is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	No
46	Clause 18.4 (Conditions precedent to extension of time)	Entire contents of paras (a)–(d) are redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to the conditions precedent to the PDSA P&D Partner's entitlement to an extension of time to the Date for FBO Submission. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	No
47	Clause 18.6	Entire contents of this clause is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14:	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an	No

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			4. Business interests of agencies and other persons.	overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	
47–48	Clause 18.7 (Suspension)	Entire contents of para (d) is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	No
48	Clause 19.2 (Expert Determination)	Dollar amount in para (d)(iii)A. is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to the monetary threshold after which determinations of an expert will not be final and binding on the parties. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in	No

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				respect of future projects and prejudice the effective exercise by TfNSW of its functions.	
51	Clause 22.1 (Confidentiality)	Entire contents of para (b)(iv) is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects.	No
52	Clause 22.3A (Utility Service Providers)	Entire contents of para (b) is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to the utilities regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects and during the Transaction Phase and prejudice the effective exercise by TfNSW of its functions.	No

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54	Clause 22.7 (CQR Information)	Entire contents of para (e) is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects.	No
58–60	Clause 26 (Liability)	Entire contents of this clause is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to the parties' liability with respect to the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects and prejudice the effective exercise by TfNSW of its functions.	No
61	Clause 32 (Assignment and Novation)	Entire contents of this clause is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons.	The information not disclosed relates to the PDSA P&D Partner's assignment and novation rights under the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would	No

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prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects and prejudice the effective exercise by TfNSW of its functions.

Planning and Design Services Agreement – schedules and attachment

70	Schedule 1 (Contract Particulars) (TfNSW)	Email address is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 3(a) personal information.	The information not disclosed is the email address of an individual TfNSW employee. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.	No
70	Schedule 1 (Contract Particulars) (PDSA P&D Partner)	Email address is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 3(a) personal information.	The information not disclosed is the email address of an individual PDSA P&D Partner employee. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.	No

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71	Schedule 1 (Contract Particulars) (Minimum Level of Provisional Indemnity Insurance)	Entire contents of this item is redacted.	32(1)(a) commercial-in-confidence provisions of a contract. 32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	<p>The information not disclosed is the minimum level of professional indemnity insurance to be maintained under the contract.</p> <p>The disclosure of this information would disclose elements of the PDSA P&D Partner's cost structure would place the PDSA P&D Partner at substantial commercial disadvantage in relation to other contractors or potential contractors in the future.</p> <p>TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>	No
71	Schedule 1 (Contract Particulars) (Minimum Level of Public Liability Insurance)	Entire contents of this item is redacted.	32(1)(a) commercial-in-confidence provisions of a contract. 32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	<p>The information not disclosed is the minimum level of public liability insurance to be maintained under the contract.</p> <p>The disclosure of this information would disclose elements of the PDSA P&D Partner's cost structure would place the PDSA P&D Partner at substantial commercial disadvantage in relation to other contractors or potential contractors in the future.</p> <p>TfNSW also weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would</p>	No

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				prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	
71–72	Schedule 1 (Contract Particulars) (PDSA P&D Partner's Representative)	Entire contents of this item is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 3(a) personal information	The information not disclosed is the name, telephone number and email address of the PDSA P&D Partner's Representative. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.	No
72	Schedule 1 (Contract Particulars) (Key People)	Names of third parties are redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 3(a) personal information.	The information not disclosed is the names of the Key People. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.	No
72	Schedule 1 (Contract Particulars) (TfNSW's Representative)	Entire contents of this item is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 3(a) personal information.	The information not disclosed is the name, position, telephone number and email address of TfNSW's Representative.	No

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				TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.	
72	Schedule 1 (Contract Particulars) (Limit of PDSA P&D Partner's Liability)	Entire contents of this item is redacted.	32(1)(a) commercial-in-confidence provisions of a contract. 32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to the limit of the PDSA P&D Partner's liability. The disclosure of this information would disclose elements of the PDSA P&D Partner's cost structure and would place the PDSA P&D Partner at substantial commercial disadvantage in relation to other contractors or potential contractors. TfNSW also weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects.	No
74–76	Schedule 2	Entire contents of this schedule is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business,	No

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				commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.	
87–93	Schedule 5 (Pricing Principles)	Entire contents of this schedule is redacted.	32(1)(a) commercial-in-confidence provisions of a contract. 32(1)(d) overriding public interest against disclosure. Table to section 14: 4. Business interests of agencies and other persons.	The information not disclosed relates to the calculation of the fees to be paid to the PDSA P&D Partner in consideration for performing the Services in accordance with the contract. The disclosure of this information would disclose elements of the PDSA P&D Partner's financing arrangements, cost structure and profit margins or would place the place the PDSA P&D Partner at substantial commercial disadvantage in relation to other contractors or potential contractors in respect of future projects. TfNSW also weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests.	No
95–107	Schedule 6 (Rates for the Purpose of Calculating Variations)	Entire contents of this schedule is redacted.	32(1)(a) commercial-in-confidence provisions of a contract. 32(1)(d) overriding public interest against disclosure Table to section 14:	The information not disclosed are the rates which can be applied when TfNSW's Representative determines the value of a Variation directed under clause 16.1 or clause 16.2. The disclosure of this information would place the PDSA P&D Partner at substantial commercial	No

Page Reference (pdf copy)	Clause Reference	General description of information	Reasons for redaction under Government Information (Public Access) Act 2009 (NSW)	Explanation of the Reasons under the Government Information (Public Access) Act 2009 (NSW)	To be produced at a later date
			4. Business interests of agencies and other persons	disadvantage in relation to other contractors or potential contractors in respect of future projects. TfNSW also weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of future projects.	
110–111	Schedule 9 (Pre Approved Subcontractors)	Entire contents of this schedule is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government. 4. Business interests of agencies and other persons	The information not disclosed is the details of the pre-approved subcontractors. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of this project and would prejudice the effective exercise by TfNSW of its functions.	No
123–129	Attachment A (Services Brief)	Entire contents of this attachment is redacted.	32(1)(d) overriding public interest against disclosure. Table to section 14: 1. Responsible and effective government.	The information not disclosed is the contents of the Services Brief. TfNSW weighed the competing public interest considerations and determined there would be an overriding public interest against disclosure	No

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4. Business interests of agencies and other persons.

because the disclosure of this information would prejudice the parties' legitimate business, commercial, professional or financial interests in respect of this project and future projects and would prejudice the effective exercise by TfNSW of its functions.