

## REDACTION REGISTER

### CONTRACT AWARD DISCLOSURE for Project Development Agreement in respect of Central Place Sydney

Capitalised terms in this table have the meaning given to them in the document title “Central Place – Project Development Agreement” dated 24 February 2023 (**Contract**) unless the context indicated otherwise.

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

In preparing this redaction register, TfNSW has:

- (a) identified the reason(s) under the GIPA Act for each redaction; and
- (b) weighed each redaction against the key public interest considerations for disclosure, including:
  - (i) promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
  - (ii) informing the public about the operations of the agency; and
  - (iii) ensuring effective oversight of the expenditure of public funds.

In determining which information should be disclosed for this project, TFNSW has endeavoured to ensure there is consistency and parity with the disclosure of certain kinds of information alongside previous projects disclosed by TFNSW under the GIPA Act.

## Summary of Information NOT to be disclosed

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
1	"State", "Developer", "Fraser's Guarantor", "Dexus Guarantor 1" and "Dexus Guarantor 2" details in the Details to the General Conditions.	The information redacted is the "Address", "Email" and "Attention" details of each party.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is names of employees of the parties and revealing this information would disclose an individual's personal information; and</p> <p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
2	Recital C(d) of the Recitals in the Details to the General Conditions.	The information to be redacted is the entirety of Recital C(d).	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and its offering; and</p> <p>(b) the redacted information relates to the payment mechanism and reveals the Developer's cost (including operating cost) structure. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

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3	Definition of "Agreement for Lease" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to obligations that the Developer was prepared to price and accept in relation to the Project. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising; and</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this Project and projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

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4	Definition of "Approved Certifiers List" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the Approved Certifiers List would prejudice the Developer's tender for the appointment of an Independent Certifier.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
5 and 6	Definition of "Basement Breakthrough" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information if disclosed would reveal the Developer's work methodology which would prejudice the Developer's legitimate business and commercial interests;</p> <p>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

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			<p>invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(c) revealing TfNSW's and the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
6	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the cost of implementing the project and the Developers price structure and its offering;</p> <p>(b) the redacted information relates to the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's contractor; and</p> <p>(c) disclosing the details of the cost structure could reasonably be expected to prejudice TfNSW's commercial position in future procurement processes.</p>	<p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the Developer's cost structure or profit margins and could reasonably be expected to place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractor, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial</p>

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			<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	<p>value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
6, 12, 16, 17, 19, 27, 30, 45, 140	Definition (redacted) in the General Conditions and the use of the term throughout the Contract and clause 23	The information to be redacted is the entirety of the definition with the inclusion of the title and all references to that term in the Contract.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the State Administration Cost and the Developers price structure and its offering;</p> <p>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to obligations that the Developer was prepared to price and accept in relation delivery of the Project. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i> The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>

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			<p>(d) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure.
7	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the inclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with dealings between parties and assignment. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>



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			<p>expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure
8	Definitions of Conditions Precedent Sunset Date in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this projects and projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>



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9	Definition in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the inclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this projects and projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
12	Definition of "Design Life" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with Design Life and other technical requirements. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar</li> </ul>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

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			<p>arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to obligations that the Developer was prepared to price and accept in relation to Design Life. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
10 and 11	Definition of "Developer Rejection Right (Variations)" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p>

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			<p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing both TfNSW's and the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer and TfNSW at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and TfNSW and prejudice their business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
12	Definition of "Developer Unacceptable Condition" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with the Development Consent. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept in relation to approvals generally and the Development Consent. Disclosing this information may</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>

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			<p>provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
12	Definition of "Dexus Group" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this projects and projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a</p>

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			<p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
13	Subclause (b) of the definition of "Early Works" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of subclause (b).	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delivery of the Project;</p> <p>(b) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage with regard to delivery of the Project; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
13	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with liabilities and indemnities;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>and TfNSW in relation to liabilities and indemnities as well as the risk that has been 'priced' by both parties;</p> <p>(c) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>
14	Definition of "Event of Default" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with liabilities and default. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept relating to Events of Default. Disclosing this information may provide insight into the Developer's</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>views on its potential capabilities and likelihood of certain default risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure</p>
14	Definition of "Existing Infrastructure" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with liabilities, insurance and indemnity. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept relating to the Existing Infrastructure. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>



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			<p>place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure.
14 and 15	Definition of "First Sunset Date" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information, because the reference to the Milestone Dates would reveal programming information, which in turn would prejudice the parties' legitimate business and commercial interests, including its work planning methodology.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
15	Definition of "Fourth Sunset Date" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information, because the reference to the Milestone Dates would reveal programming information, which in turn would prejudice the parties' legitimate business	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
		exclusion of the title.	<p>and commercial interests, including its work planning methodology.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
15 and 16	Definition of "Fraser's Group", "Fraser's Listed Parent" and "Fraser's Managed Fund" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this projects and projects of a similar nature. This is expected to reduce the value of that</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government</p>

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			<p>information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
16, 202 and 207	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions and the use of the term throughout	The information to be redacted is the entirety of the definition and all references to that definition.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(e) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with liabilities and indemnities;</p> <p>(f) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to liabilities and indemnities as well as the risk that has been 'priced' by both parties;</p> <p>(g) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(h) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
				There is an overriding public interest against disclosure.
19	Definition of "Interest Rate" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
19	Definition of “JV Default Event” in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the inclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this projects and projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of “commercial-in-confidence provisions” at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
19	Definition of “Lease End Date” in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the inclusion of the heading.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with land and existing leases, and other indemnities and liabilities. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this</li> </ul>	<p><i>Section 32(1)(a), paragraph (e) of the definition of “commercial-in-confidence provisions” at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

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			<p>information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to land and existing leases that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
20	Definition of "Liability End Date" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with liabilities and indemnities;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p>



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			<p>and TfNSW in relation to liabilities and indemnities as well as the risk that has been 'priced' by both parties</p> <p>(c) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>
20	Definition of "Lot 14 Surrender Area" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with land and existing leases, and other indemnities and liabilities. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to land and existing leases that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>



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			<p>on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure.
21	Definition of "Major Consultants" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the list of Major Consultant would prejudice the parties' legitimate business and commercial interests.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's</p>

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				<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
21	Definition of clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the inclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice the parties' legitimate business and commercial interests.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
21, 22	Definition of "Milestone Date" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information, because the reference to the Milestone Dates would reveal programming information, which in turn would prejudice the parties' legitimate business and commercial interests, including its work planning methodology.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	<p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
22	Definition of "Milestones" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information, because the reference to the Milestones would reveal programming information, which in turn would prejudice the parties' legitimate business and commercial interests, including its work planning methodology.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
				<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
23	Definition of "Other Default Event" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with liabilities and default. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept relating to default. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain default risks arising; and</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
23	Definition of "Outgoings" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage costs;</li> <li>(b) the computation of Outgoings represent a cost in performing the Developer's obligations under the contract and therefore reveal the Developer's cost structure and profit margins;</li> <li>(c) the quantity of the Outgoings agreed may provide insight into the Developer's financial arrangements and prejudice the business, commercial and financial interests of the Developer;</li> <li>(d) knowledge by other developers of the this may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</li> <li>(e) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
22 and 24	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions and all references to that defined term	The information to be redacted is the entirety of the definition including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar</li> </ul>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) the redacted information was specific to the Developer's proposal and its offering regarding the costs;</p> <p>(c) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's contractors; and</p> <p>(d) disclosing the details of the incentive regime could reasonably be expected to prejudice TfNSW's commercial position in future procurement processes.</p> <p>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
24	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delivery of the Project;</p> <p>(b) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a</p>	<p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>substantial commercial disadvantage with regard to delivery of the Project; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
27	Definition of "Project Director" in clause 1.1 (Definitions) to the General Conditions.	Name of Project Director is to be redacted.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is names of employees of the parties and revealing this information would disclose an individual's personal information; and</p> <p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
27	Definition of "Project Feasibility" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because information about the Project Feasibility would prejudice the parties legitimate business and commercial interests.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 14(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract,</p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
				diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.
27 and 297	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition and all references to the term in the Contract.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  (a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delivery of the Project;  (b) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage with regard to delivery of the Project; and  (c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	<i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i>  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.
28	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  (i) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with liabilities and indemnities;  (j) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i>  The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>and TfNSW in relation to liabilities and indemnities as well as the risk that has been 'priced' by both parties;</p> <p>(k) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(l) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>
28	Definition of "Qualifying Cause of Delay" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the defined term.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the contractor to manage risks associated with delay (and circumstances where it is entitled to extensions of time). Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept in relation to delay, including its programming risks. Disclosing this information may provide</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature including when preparing programs for future projects. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
29	Definition of "Related Entity" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this projects and projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</p>

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			<p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
30	Definition of "Required Rating" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the required rating of bonding providers	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and the bonding arrangements;</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</p> <p>(c) the redacted information reveals the level and type of bonding accepted by TfNSW for this particular project. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
30	Definition of "Second Sunset Date" in clause	The information to be redacted is the entirety of the definition with the	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information, because the reference to the Second Sunset Date would reveal programming	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
	1.1 (Definitions) of the General Conditions	exclusion of the title.	<p>information, which in turn would prejudice the parties' legitimate business and commercial interests, including its work planning methodology.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
30 and 31	Definition of "Security" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risk. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
30	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the inclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(e) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risk. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(f) disclosing the redacted information would provide insight into the risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(g) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government</p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(h) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
32	Definitions of "Stage 1 Development Works (Option A)", "Stage 1 Development Works (Option B)" and "Stage 1 Development Works (Option C)" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definitions with the exception of their titles.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delivery of the Project;</p> <p>(b) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage with regard to delivery of the Project; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
33	Definition of "State Rejection Right (Approval)" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(d) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential</p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(e) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(f) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(g) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
33 and 34	Definition of "State Rejection Right (Design)" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
34	Definition of "State's Administration Costs" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the State Administration Cost and the Developers price structure and its offering;</p> <p>(b) the redacted information relates to the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's contractor; and</p>	<p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the Developer's cost structure or profit margins and could reasonably be expected to place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractor, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(c) disclosing the details of the cost structure could reasonably be expected to prejudice TfNSW's commercial position in future procurement processes.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
34	Definition of "State Unacceptable Condition" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with the Development Application. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by TfNSW in relation to obligations that the Developer was prepared to price and accept in relation to approvals generally and the Development Application. Disclosing this information may provide insight into the TfNSW's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing TfNSW's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
36	Definition of "Third Sunset Date" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information would prejudice the parties legitimate business and commercial interests.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
37	Definition of "Tier 1 Builder" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the list of Tier 1 Builders would prejudice the Developer's tender for the appointment of a Tier 1 Builder; and</p> <p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
37	Definitions (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with adjoining owners;</p> <p>(b) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a</p>	<p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>substantial commercial disadvantage with regard to delivery of the Project; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
38	Definition of "Trigger Event" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with default. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
38	Definition of "Unacceptable Condition" in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with the Development Application. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by TfNSW in relation to obligations that the Developer was prepared to price and accept in relation to approvals generally and the Development Application. Disclosing this information may provide insight into the TfNSW's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing TfNSW's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	
38	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) the redacted information was specific to the Developer's proposal and its offering regarding the costs;</li> <li>(c) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's contractors;</li> <li>(d) disclosing the details of the incentive regime could reasonably be expected to prejudice TfNSW's commercial position in future procurement processes; and</li> <li>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
39	Definition (redacted) in clause 1.1 (Definitions) of the General Conditions	The information to be redacted is the entirety of the definition including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delivery of the Project;</li> <li>(b) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage with regard to delivery of the Project; and</li> <li>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
47	Clause 3.1(a)(i) and (ii) (Conditions Precedent acknowledgement) of the General Conditions	The information to be redacted are the subclauses in their entirety.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with costs;</li> <li>(b) knowledge by other developers of the redacted information may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</li> <li>(c) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</li> </ul>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
48 and 49	Clause 3.2 (Conditions Precedent) of the General Conditions	The information to be redacted is the entire clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information is specific to the formation of the agreement;</li> <li>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks;</li> <li>(c) knowledge by other developers of the redacted information may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
49	Clause 3.3(a) (Satisfaction of Conditions Precedent) of the General Conditions	The information to be redacted is the entirety of the subclause.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with project delivery;</li> <li>(b) knowledge by other Developers and tenants of the redacted information may have an adverse impact on the Developer's ability to negotiate with other Developers and tenants and diminish the competitive commercial value of that information to the Developer; and</li> <li>(c) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
49 and 50	Clause 3.3(d) (Satisfaction of Conditions Precedent) of the General Conditions	The information to be redacted is the entirety of the subclause.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with insurance;</li> <li>(b) The quantum of insurance would provide insight into the premiums required to be paid by the Developer. These</li> </ul>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>premiums represent a cost in performing the Developer's obligations under the contract and therefore reveal the Developer's cost structure and profit margins;</p> <p>(c) the quantity of the insurance the Developer effects may be taken as an indication of the risk allocation of the Developer. This may provide insight into the Developer's financial arrangements and prejudice the business, commercial and financial interests of the Developer;</p> <p>(d) knowledge by other Developers of the Developer's obligation to provide insurance may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</p> <p>(e) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
50 and 51	Clause 3.3(e) (Satisfaction of Conditions Precedent) of the General Conditions	The information to be redacted is the entirety of the subclause.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) this information would, if disclosed, place the parties at a commercial disadvantage in negotiations. The effect of this would prejudices the business and commercial interests of the Developer;</p> <p>(b) the information provides visibility to other Developers as to the risk allocation accepted by the Developer and TfNSW in relation to third parties, which could affect the Developer in future negotiations with third parties for the delivery of this project and prejudice the Developer's commercial and financial interests; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced</p>	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Developer at a commercial disadvantage in relation to other Developers or potential Developers, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table to section 14.</i> The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
51 and 52	Clauses 3.4(b), 3.4(c), 3.4(d) (Satisfaction or waiver of Conditions Precedent) of the General Conditions	The information to be redacted is the entirety of the subclause	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the State Administration Cost and the Developers price structure and its offering;</p> <p>(b) the redacted information relates to the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's contractor; and</p> <p>(c) disclosing the details of the cost structure could reasonably be expected to prejudice TfNSW's commercial position in future procurement processes.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the Developer's cost structure or profit margins and could reasonably be expected to place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractor, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
54, 55 and 56	Clauses 3.8(c)(i), (e), (f), 3.8(g) and 3.8(h) (Early Works) of the General Conditions	<p>The information to be redacted in clause 3.8(c)(i) is an email address.</p> <p>The information to be redacted is the entirety of the subclauses with the exclusion of the title.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information at clause 3.8(c)(i) contains personal information;</li> <li>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with liabilities and indemnities;</li> <li>(c) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to liabilities and indemnities as well as the risk that has been 'priced' by both parties</li> <li>(d) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</li> <li>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
56 and 57	Clause 3.9 (Rail Entity Approval Matters) of the General Conditions	The information to be redacted is the entirety of the clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information is specific to the formation of the agreement;</li> <li>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks;</li> <li>(c) knowledge by other developers of the redacted information may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
57, 58, 59 and 60	Clause 4.1, 4.2, 4.3 and 4.4 (Development Consent) of the General Conditions	The information to be redacted is the entirety of the clauses including the headings.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with the Development Consent. Revealing this information is therefore expected to diminish the value of that information</li> </ul>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractor, whether present or in the future.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept in relation to approvals generally and the Development Consent. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
60, 61 and 62	Clause 4.5 (Development Contributions) of the General Conditions	The information to be redacted is the entirety of the clause including the heading.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and the pricing arrangements;</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific pricing arrangements;</p> <p>(c) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and</p>	<p><i>Section 32(1)(d), item 4(b) and (d) of the table in section 14, and paragraphs (a) and (e) of the definition of "commercial in confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, and prejudice a person's legitimate business, commercial, professional or financial interests. Revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements and</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's suppliers; and</p> <p>(d) the redacted information reveals the level and type of contributions accepted by TfNSW for this particular project. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>place the Developer at a commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
62, 63, 64, 65, 66, 67, 68, 69, 70, 71	Clause 5 (redacted) of the General Conditions	The information to be redacted is the entirety of the clause including headings.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and the pricing arrangements;</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific pricing arrangements;</p> <p>(a) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and retained by TfNSW. Disclosing this information may provide insight into both TfNSW and the Developer's views on the likelihood of certain risks arising;</p> <p>(b) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's suppliers;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the Developer's cost structure or profit margins and could reasonably be expected to place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

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			<p>(c) revealing both TfNSW and the Developer's appetite for risk and providing insight into their views on the likelihood of certain risks would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
76	Clause 6.4(c)(i) (Review of Design Documentation (Public and Integration Works) of the General Conditions	The information to be redacted is an email address.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is names of employees of the parties and revealing this information would disclose an individual's personal information; and</p> <p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
83	Clause 9.5(b)(i) (Time for State consent) of the General Conditions	The information to be redacted is an email address.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is names of employees of the parties and revealing this information would disclose an individual's personal information; and</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure.
88, 89	Clause 13 (redacted) of the General Conditions	The information to be redacted is the entirety of the clause including headings.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out the arrangement designed by TfNSW and the Developer to apportion and manage risks associated indemnities and to price costs payable by TfNSW;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and retained by TfNSW. Disclosing this information may provide insight into both TfNSW and the Developer's views on the likelihood of certain risks arising;</p> <p>(c) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's suppliers;</p> <p>(d) revealing both TfNSW and the Developer's appetite for risk and providing insight into their views on the likelihood of certain risks would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the Developer's cost structure or profit margins and could reasonably be expected to place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>

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			<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	<i>Section 32(1)(d), item 1(f) of the table in section 14.</i>  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  There is an overriding public interest against disclosure.
90	Clause 14.1(e)(i) (Appointment of Builder) of the General Conditions	The information to be redacted is an email address.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  (a) the redacted information is names of employees of the parties and revealing this information would disclose an individual's personal information; and  (b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>  The disclosure of this information could reveal an individual's personal information.  There is an overriding public interest against disclosure.
92	Clause 14.2(f)(i) (Providing information about Building Contract)	The information to be redacted is an email address.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  (a) the redacted information is names of employees of the parties and revealing this information would disclose an individual's personal information; and  (b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>  The disclosure of this information could reveal an individual's personal information.  There is an overriding public interest against disclosure.
95	Clause 14.7(b)(i) (Project Director) of	The information to be redacted are names of persons.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
	the General Conditions		<p>(a) the redacted information is names of employees of the parties and revealing this information would disclose an individual's personal information; and</p> <p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
98	Clause 15.3(h) (Terms of Developer access to the Development Land)	The information redacted is reference to a date.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information, because the reference to this date would reveal programming information, which in turn would prejudice the parties' legitimate business and commercial interests, including its work planning methodology.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
99	Clause 15.7(b)(ii) and (ii) and clause 15.7(c) (Substantial Commencement) of the General Conditions	The information to be redacted is the entirety of the subclauses.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with liabilities for failure to achieve Substantial Commencement;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to liabilities, as well as the risk that has been 'priced' by both parties</p> <p>(c) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>
102, 103	Clause 17 (Infrastructure) of the General Conditions	The information to be redacted is the entirety of the clauses including their headings with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with Existing Infrastructure. The parties invested significant time</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to Existing Infrastructure that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
109	Clause 18.10(b) (P1 Public Works – Pavilion Works Trigger Notice A) of the General Conditions	The information to be redacted is the entirety of the subclause.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information, because the reference to the Milestone Dates would reveal programming information, which in turn would prejudice the parties' legitimate business and commercial interests, including its work planning methodology.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	<p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
109 and 110	Clause 18.10(c)(i), 18.10(c)(iv), 18.10(e)(v), 18.10(f) and 18.10(g) (P1 Public Works – Pavilion Works Trigger Notice A) of the General Conditions	The information to be redacted is the entirety of the subclauses.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks in relation to cost and programming of certain works. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this projects and projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests;</p>	<p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the Developer's cost structure or profit margins and could reasonably be expected to place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(c) revealing the redacted information would reveal commercial details including the cost structure of the Developer; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
112	Clause 20.1(c)(iv) (Developer must progress each Works Portion) of the General Conditions	The information to be redacted is the entirety of the subclause.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the contractor to manage risks associated with progress and programming. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept in relation to programming and delay, including its programming risks. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature including when preparing programs for future projects. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure.
116	Clause 20.11(e)(i) (Developer's Variations to the Public Works) of the General Conditions	The information to be redacted is an email address.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is names of employees of the parties and revealing this information would disclose an individual's personal information; and</p> <p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
116	Clause 20.11(g) (Developer's Variations to the Public Works) of the General Conditions	The information to be redacted is the entirety of the subclause.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and its offering;</p> <p>(b) the redacted information relates to extensions of time and programming. Revealing this information is therefore expected to diminish the value of that information and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>prejudice TfNSW's and the Developer's business, financial and commercial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
116	Clause 20.12 (redacted) and 20.13 (redacted) of the General Conditions	The information to be redacted are the entirety of the subclauses including the headings.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(c) the redacted information relates to extensions of time and programming. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(d) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delivery of the Project;</p> <p>(e) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage with regard to delivery of the Project; and</p> <p>(f) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
116 and 117	Clause 21.2 (Claims for extension of time) of the General Conditions	The information to be redacted is the entirety of the clause with the exclusion of the heading.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delay. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept in relation to delay. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
117	Clause 21.3 (Conditions precedent to extension of time)	The information to be redacted is part of subclause (a)(ii).	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
	of the General Conditions		<p>(e) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delay. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(f) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept in relation to delay. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(g) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(h) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
118 and 119	Clause 21.9 (Occurrence of event for which Developer has insurance) of the General Conditions	The information to be redacted is the entirety of the clause with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice the parties legitimate business and commercial interests.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential</p>

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			<p>the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>	<p>subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
119	Clause 21.10 of the General Conditions	The information to be redacted is the entirety of the clause with the inclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice the parties legitimate business and commercial interests.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
				There is an overriding public interest against disclosure.
119	Clause 22 (redacted) of the General Conditions	The information to be redacted is the clause in its entirety including headings.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with land and existing leases, and other indemnities and liabilities. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to land and existing leases that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
142	Clause 24.8 (redacted) of the General Conditions	The information redacted is the entirety of the clause including headings.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with land and existing leases, adjoining property and other indemnities and liabilities. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to land and existing leases, adjoining land and liabilities that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
144	Clause 25.5 (redacted) of the General Conditions	The information to be redacted is the clause in its entirety including the heading.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) disclosing the redacted information would provide insight into the risks assumed by the parties in relation to the Developer was prepared to price and accept. Disclosing this information may provide insight into the parties' views on its potential capabilities and likelihood of certain risks arising;</p> <p>(b) revealing the parties' appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the parties and prejudice its business, commercial and financial interests; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
145 and 146	Clause 26.1 (Environmental risk) of the General Conditions	The information to be redacted is the entirety of the clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out the arrangement designed by TfNSW and the Developer to apportion and manage risks associated with indemnities;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and retained by TfNSW. Disclosing this information may provide insight into both TfNSW and the Developer's views on the likelihood of certain risks arising;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(c) revealing both TfNSW and the Developer's appetite for risk and providing insight into their views on the likelihood of certain risks would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
146, 147	Clause 26.4 (Environmental Liabilities) of the General Conditions	The information to be redacted is the entirety of the clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out the arrangement designed by TfNSW and the Developer to apportion and manage risks associated with indemnities;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and retained by TfNSW. Disclosing this information may provide insight into both TfNSW and the Developer's views on the likelihood of certain risks arising;</p> <p>(c) revealing both TfNSW and the Developer's appetite for risk and providing insight into their views on the likelihood of certain risks would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
147	Clause 26.8 (Release) of the General Conditions	The information to be redacted is the entirety of the clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out the arrangement designed by TfNSW and the Developer to apportion and manage risks associated with indemnities;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and retained by TfNSW. Disclosing this information may provide insight into both TfNSW and the Developer's views on the likelihood of certain risks arising;</li> <li>(c) revealing both TfNSW and the Developer's appetite for risk and providing insight into their views on the likelihood of certain risks would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
154	Clause 29.2 (Amount of insurance) of the General Conditions	The information to be redacted is the amount of insurance required to be maintained.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with insurance;</li> <li>(b) the quantum of insurance would provide insight into the premiums required to be paid by the Developer. These premiums represent a cost in performing the Developer's</li> </ul>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>obligations under the contract and therefore reveal the Developer's cost structure and profit margins;</p> <p>(c) the quantity of the insurance the Developer effects may be taken as an indication of the risk allocation of the Developer. This may provide insight into the Developer's financial arrangements and prejudice the business, commercial and financial interests of the Developer;</p> <p>(d) knowledge by other Developers of the Developer's obligation to provide insurance may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</p> <p>(e) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
155	Clause 29.3(c) (Public and produces liability insurance) of the General Conditions	The information to be redacted is the amount of insurance required to be maintained.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the cost of implementing the project and the Developers price structure and its offering;</p> <p>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with insurance;</p> <p>(c) the quantum of insurance would provide insight into the premiums required to be paid by the Developer. These premiums represent a cost in performing the Developer's obligations under the contract and therefore reveal the Developer's cost structure and profit margins;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(d) the quantity of the insurance the Developer effects may be taken as an indication of the risk allocation of the Developer. This may provide insight into the Developer's financial arrangements and prejudice the business, commercial and financial interests of the Developer;</p> <p>(e) knowledge by other Developers of the Developer's obligation to provide insurance may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</p> <p>(f) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
155	Clause 29.4 (Amount for public and products liability insurance) of the General Conditions	The information to be redacted is the amount of insurance required to be maintained.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with insurance;</p> <p>(b) the quantum of insurance would provide insight into the premiums required to be paid by the Developer. These premiums represent a cost in performing the Developer's obligations under the contract and therefore reveal the Developer's cost structure and profit margins;</p> <p>(c) the quantity of the insurance the Developer effects may be taken as an indication of the risk allocation of the Developer. This may provide insight into the Developer's financial arrangements and prejudice the business, commercial and financial interests of the Developer;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(d) knowledge by other Developers of the Developer's obligation to provide insurance may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</p> <p>(e) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
156	Clause 29.9(a)(i)(A) and (B) (Professional indemnity insurance) of the General Conditions	The information to be redacted is the entire subclause.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with insurance;</p> <p>(b) the quantum of insurance would provide insight into the premiums required to be paid by the Developer. These premiums represent a cost in performing the Developer's obligations under the contract and therefore reveal the Developer's cost structure and profit margins;</p> <p>(c) the quantity of the insurance the Developer effects may be taken as an indication of the risk allocation of the Developer. This may provide insight into the Developer's financial arrangements and prejudice the business, commercial and financial interests of the Developer;</p> <p>(d) knowledge by other Developers of the Developer's obligation to provide insurance may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(e) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure.
157	Clause 29.11(a)(i) (Insurance requirements generally) of the General Conditions	The information to be redacted is the required rating of an insurer and named insurers.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with insurance;</p> <p>(b) knowledge by other Developers of the Developer's obligation to provide insurance may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
160	Clause 29.17 (Notice of potential claims) of the General Conditions	The information to be redacted is threshold amount of the claim	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(d) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks associated with insurance;</p> <p>(e) knowledge by other Developers of the Developer's obligation to provide insurance may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</p> <p>(f) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
166	Clause 31.3 (State may take action) of the General Conditions	The information to be redacted is the postamble to this clause.	<p>TfNSW 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 information redacted sets out the security and safety management requirements for TfNSW;</p> <p>(b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the project. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting the project; and</p>	<p><i>Section 32(1)(c).</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure.
167	Clause 31.5 (Emergencies) of the General Conditions	The information to be redacted is the postamble to this clause.	<p>TfNSW 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 information redacted sets out the security and safety management requirements for TfNSW;</p> <p>(b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the project. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting the project; and</p> <p>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(c).</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>
171	Clauses 33.2(a)(i) and (ii) (Form of Security) of the General Conditions	The information to be redacted is form of Security.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and the bonding arrangements;</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</p> <p>(c) the redacted information reveals the level and type of bonding accepted by TfNSW for this particular project. Revealing this information is therefore expected to diminish the value of that information and prejudice both</p>	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial in confidence provisions" at clause 1 of Schedule 4.</i></p> <p>Revealing the redacted information is expected to provide lucidity on unique project specific financing arrangements and place the Developer at a commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
172	Clauses 33.3(a)(i) and (ii) (Calling on Security) of the General Conditions	The information to be redacted is timing for calling on Security.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and the bonding arrangements;</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</p> <p>(c) the redacted information reveals the level and type of bonding accepted by TfNSW for this particular project. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial in confidence provisions" at clause 1 of Schedule 4.</i></p> <p>Revealing the redacted information is expected to provide lucidity on unique project specific financing arrangements and place the Developer at a commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
172	Clauses 33.4(b) (Replacement of Security after call) of the General Conditions	The information to be redacted related to replacement of Security after call	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(d) the redacted information was specific to the Developer's proposal and the bonding arrangements;</p>	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial in confidence provisions" at clause 1 of Schedule 4.</i></p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(e) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</p> <p>(f) the redacted information reveals the level and type of bonding accepted by TfNSW for this particular project. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>Revealing the redacted information is expected to provide lucidity on unique project specific financing arrangements and place the Developer at a commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
173 and 174	Clauses 33.6 (Returning the Security) of the General Conditions	The information to be redacted is the entirety of this clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and the bonding arrangements;</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</p> <p>(c) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's suppliers; and</p>	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial in confidence provisions" at clause 1 of Schedule 4.</i></p> <p>Revealing the redacted information is expected to provide lucidity on unique project specific financing arrangements and place the Developer at a commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(d) the redacted information reveals the level and type of bonding accepted by TfNSW for this particular project. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	There is an overriding public interest against disclosure.
174 and 175	Clauses 33.7 (redacted) of the General Conditions	The information to be redacted is the entirety of this clause including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and the bonding arrangements;</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</p> <p>(c) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's suppliers;</p> <p>(d) the redacted information reveals the level and type of bonding accepted by TfNSW for this particular project. Revealing this information is therefore expected to diminish the value of that information and prejudice both TfNSW's and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial in confidence provisions" at clause 1 of Schedule 4.</i></p> <p>Revealing the redacted information is expected to provide lucidity on unique project specific financing arrangements and place the Developer at a commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
178, 179, 180, 182	Clause 36 (Assignment) of the General Conditions	The information to be redacted is the entirety of this clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with dealings between parties and assignment including in relation to ASX requirements. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
182, 183	Clause 37 (Asset restructure by the State) of the General Conditions	The information to be redacted is the entirety of this clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with dealings between parties and assignment including in relation to restructuring requirements of the State. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
187	Clause 38.17(a)(iii)(A) (Final determination of expert) of the General Conditions	The information to be redacted is an agreed monetary value.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, sets out the arrangement designed by TfNSW and the Developer to apportion and manage risks associated with disputes;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks as between TfNSW and the Developer. Disclosing this information may provide insight into both TfNSW and the Developer's views on the likelihood of certain risks arising;</li> <li>(c) revealing both TfNSW and the Developer's appetite for risk and providing insight into their views on the likelihood of certain risks would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the Developer's cost structure or profit margins and could reasonably be expected to place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
				There is an overriding public interest against disclosure.
190	Clause 39.3 (Trigger Event not remedied) of the General Conditions	The information to be redacted is the entirety of this clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with termination. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
191	Clause 39.6 (Indemnity in connection with breach) of the General Conditions	The information to be redacted is the entirety of this clause with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with termination. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
192 and 193	Clause 39.9 (Consequential or	The information to be redacted is the entirety of the definition with the	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
	Indirect Loss) of the General Conditions	exclusion of the title.	<p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with liabilities;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to liabilities as well as the risk that has been 'priced' by both parties;</p> <p>(c) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>
193 and 194	Clause 39.10 (redacted) of the General Conditions	The information to be redacted is the entirety of the clause including the heading.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with delivery of the Project;</p> <p>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>
194	Clause 39.11 (redacted) of the General Conditions	The information to be redacted is the entirety of the clause including the heading.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with liabilities;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to liabilities as well as the risk that has been 'priced' by both parties;</p> <p>(c) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>
209	Clause 44.2(b) (Warranties by Developer and Guarantor) of the General Conditions	The information to be redacted is the entirety of this subclause.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks;</p> <p>(b) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in this projects and projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
				<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
213 and 214	Clause 48 (Costs) of the General Conditions	The information to be redacted is the entirety of this clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the cost of implementing the project and the Developers price structure and its offering;</p> <p>(b) the redacted information relates to the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's subcontractors; and</p> <p>(c) disclosing the details of the cost structure could reasonably be expected to prejudice TfNSW's commercial position in future procurement processes.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the Developer's cost structure or profit margins and could reasonably be expected to place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
217 and 218	Clauses 50.8 (redacted) and 50.9 (redacted) of the General Conditions	The information to be redacted is the entirety of these clauses including the headings.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
218	Clause 51.1 (Form) of the General Conditions	The information redacted is the names, email and	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
		addresses of the parties stated.	<p>(a) the redacted information is names of employees of TfNSW and revealing this information would disclose an individual's personal information; and</p> <p>(b)</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
223	Clause 52.19 (Effect on moratorium) of the General Conditions	The information to be redacted is on line 3 of clause 52.19.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) the redacted information was specific to the Developer's proposal and its offering regarding the costs;</p> <p>(c) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's contractors;</p> <p>(d) disclosing the details of the incentive regime could reasonably be expected to prejudice TfNSW's commercial position in future procurement processes; and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
225	Clause 52.25 (redacted) of the General Conditions	The information to be redacted is the entirety of this clause including the heading.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	
228	Clause 52.26 (redacted) of the General Conditions	The information to be redacted is the entirety of this clause including the heading.	<p>The redacted information relates to COVID-19 measures and risks between the parties.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>(a) illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</li> <li>(b) would reveal the Developer's work planning methodology which would prejudice the Developer's legitimate business and commercial interests; and</li> <li>(c) would, if disclosed, place the Developer at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Developer is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Developer and prejudices its business and commercial interests.</li> </ul> <p>TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
225, 226, 227, 228 and 229	Clause 53 (Developer Limitation on Liability) of the General Conditions	The information to be redacted is the entirety of this clause with the exclusion of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(m) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the</li> </ul>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>Developer to manage risks associated with liabilities and indemnities;</p> <p>(n) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to liabilities and indemnities as well as the risk that has been 'priced' by both parties;</p> <p>(o) revealing TfNSW and the Developer's appetite for risk would place both TfNSW and the Developer at a substantial commercial disadvantage in projects of a similar nature; and</p> <p>(p) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>contractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions, being the ability to achieve value for money in the procurement of major projects.</p> <p>There is an overriding public interest against disclosure.</p>
232, 233, 234, 235	Party details in the signing pages.	The information redacted is the names and signatures of the relevant signatories.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is names of employees of TfNSW and revealing this information would disclose an individual's personal information; and</p> <p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
236	Schedule 1 (Public Works Brief)	The information redacted is the entire schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information if disclosed would reveal the Developer's work methodology which would prejudice the Developer's legitimate business and commercial interests;</li> <li>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(c) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept (and any risk retained by TfNSW). Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(d) revealing TfNSW's and the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
237	Schedule 2 (Project Scope)	The information redacted is the entirety of the Schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with Design Life and other technical requirements. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer and TfNSW in relation to obligations that the Developer was prepared to price and accept in relation to Design life and other technical requirements. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
240	Schedule 5 (Development Program)	The information redacted is the entirety of the Schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) disclosure of this information would result in the disclosure of the Developer's intellectual property;</li> <li>(b) disclosure would reveal the Developer's work planning methodology which would prejudice the Developer's legitimate business and commercial interests.</li> <li>(c) the redacted information was specific to the Developer's proposal and its offering and revealing this information is expected to prejudice the Developer in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Developer's intellectual property in which the Developer has an interest and would place the Developer at a substantial commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), item 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
241	Schedule 6 (Site Access Schedule)	The information redacted is the entirety of the Schedule with the exception of the title.	<p>The redacted information includes specified areas and dates.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the dates together with other programming information would reveal the Developer's work planning methodology which would prejudice the Developer's legitimate business and commercial interests.</p>	<p><i>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Developer's work methodology and planning</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>arrangements and place the Developer at a commercial disadvantage in relation to other Developers or potential Developers.</p>
242, 243, 244, 245 and 246	Schedule 7 (Form of Security)	The information redacted is the Schedule in its entirety with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and its offering and revealing this information is expected to prejudice the Developer in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would reveal the Developer's financing arrangements and place the Developer at a substantial commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), item 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
248	Schedule 9 (Redacted Information)	The information redacted is the entirety of the	The redacted information is the entirety of the schedule.	<i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i>



PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
		Schedule including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because this information would, if disclosed, place the parties at a commercial disadvantage in negotiations. The effect of this would be to diminish the commercial value of the information to the Developer and prejudices its business and commercial interests.</p> <p>The information provides visibility to other Developers as to the valuation principles and methodologies agreed between the parties in respect of various Stages, which could affect the Developer in future negotiations on similar projects, diminishing the commercial value of the information and prejudicing the Developer's commercial and financial interests.</p> <p>TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
252	Schedule 12 (Unacceptable Conditions)	The information redacted is the Schedule in its entirety with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to manage risks associated with the Development Consent. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to obligations that the Developer was prepared to price and accept in relation to approvals generally and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial</p>



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			<p>the Development Consent. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
257	Schedule 14 (Financier's Side Deed)	The information redacted is the entirety of the Schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information was specific to the Developer's proposal and its offering and revealing this information is expected to prejudice the Developer in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(b) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would reveal the Developer's financing arrangements and place the Developer at a substantial commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), item 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
				<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
258	Schedule 15 (Subdivision Strategy)	The information redacted is the entirety of the Schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) disclosure of this information would reveal intellectual property;</p> <p>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with the project. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(c) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the intellectual property in which parties' have an interest and would place them at a substantial commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions (being the procurement of major projects).</p> <p>Further, the disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
266, 267, 268, 269, 270 and 271	Schedule 20 (Deed of Release (Leasehold Land))	The information redacted is the entirety of the Schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with land and existing leases, and other indemnities and liabilities. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to land and existing leases that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
272	Schedule 21 (Draft TOGA AOA)	The information redacted is the entirety of the Schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with land and existing leases, and other indemnities and liabilities. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to land and existing leases that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</li> <li>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</li> <li>(e) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Developer's intellectual property in which the Developer has an interest and would place the Developer at a substantial commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), item 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
273, 274, 275, 276, 277 and 278	Schedule 22 (redacted)	The information redacted is the entirety of the Schedule including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</li> <li>(b) the redacted information was specific to the Developer's proposal and its offering regarding the costs;</li> <li>(c) the redacted information reveals the Developer's cost structure. Revealing this information is therefore expected to diminish the value of that information and the Developer's business, financial and commercial interests particularly in relation to potential future projects for both parties and any commercial arrangements to be made with the Developer's contractors;</li> <li>(d) disclosing the details of the incentive regime could reasonably be expected to prejudice TfNSW's commercial position in future procurement processes; and</li> <li>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could reasonably prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
280	Schedule 24 (Integration Works)	The information redacted is the entirety of the clause with the	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
		exception of the title.	<p>(a) disclosure of this information would result in the disclosure of the Developer's intellectual property;</p> <p>(b) disclosure would reveal the Developer's work planning methodology which would prejudice the Developer's legitimate business and commercial interests.</p> <p>(c) the redacted information was specific to the Developer's proposal and its offering and revealing this information is expected to prejudice the Developer in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information discloses the Developer's intellectual property in which the Developer has an interest and would place the Developer at a substantial commercial disadvantage in relation to potential Developers.</p> <p><i>Section 32(1)(d), item 4(c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
288	Clause 2.2 and 2.3 (redacted) in Schedule 27 (Deed of Novation)	The information redacted is the entirety of the subclauses including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(e) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract,</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(f) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(g) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(h) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
288 and 289	Clause 3 (redacted) in Schedule 27 (Deed of Novation)	The information redacted is the entirety of the subclauses including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with novation. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>



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			<p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
289 and 290	Clause 5 (Indemnities) in Schedule 27 (Deed of Novation)	The information redacted is the entirety of the subclauses including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(e) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with novation. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(f) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(g) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p>

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			<p>expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(h) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>
291	Clause 7 (redacted) in Schedule 27 (Deed of Novation)	The information redacted is the entirety of the subclauses including the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(i) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(j) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(k) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

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			<p>(l) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
293, 294, 295, 296, 297 and 298	Schedule 28 (Deed of Release (Adjoining Development))	The information redacted is the entirety of the Schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks associated with land and existing leases, and other indemnities and liabilities. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer in relation to land and existing leases that the Developer was prepared to price and accept. Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(c) revealing the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p> <p>(d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

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			<p>by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
299 and 300	Schedule 29 (Lot 201 Services)	The information redacted is the entire schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information if disclosed would reveal the Developer's work methodology which would prejudice the Developer's legitimate business and commercial interests.</p> <p>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept (and any risk retained by TfNSW). Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(d) revealing TfNSW's and the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

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			<p>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
301 and 302	Schedule 30 (Support)	The information redacted is the entire schedule with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information if disclosed would reveal the Developer's work methodology which would prejudice the Developer's legitimate business and commercial interests.</p> <p>(b) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement designed by TfNSW and the Developer to apportion and manage risks. The parties invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice TfNSW's and the Developer's business, financial and commercial interests;</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risks assumed by the Developer that the Developer was prepared to price and accept (and any risk retained by TfNSW). Disclosing this information may provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising;</p> <p>(d) revealing TfNSW's and the Developer's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Developer at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Developer and prejudice its business, commercial and financial interests; and</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

PAGE REFERENCE	REFERENCE	INFORMATION TO BE REDACTED	PUBLIC INTEREST CONSIDERATION	REASON(S) FOR REDACTION UNDER GIPA ACT
			<p>(e) TfNSW considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	
303	Schedule 31 (Easements for the Purpose of clause 3.9)	The information to be redacted is the entirety of the clause with the exception of the title.	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(e) the redacted information is specific to the formation of the agreement;</p> <p>(f) the redacted information, together with other information which has also been redacted, sets out a unique commercial arrangement by TfNSW and the Developer to apportion and manage risks;</p> <p>(g) knowledge by other developers of the redacted information may have an adverse impact on the Developer's ability to negotiate with other Developers and diminish the competitive commercial value of that information to the Developer; and</p> <p>(h) TfNSW considers that any public interest in favour of the disclosure is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to other Developers or potential subcontractors, whether present or in the future.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14.</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>