

## REDACTION REGISTER

### CONTRACT AWARD DISCLOSURE for P1 Public Works Deed in respect of Central Place Sydney

Capitalised terms in this table have the meaning given to them in the document titled “Central Place – P1 Public Works Deed” dated 24 February 2023 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
4	"State" and "Developer" details in the Details to the General Conditions.	The information redacted is the "Address" 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>
3, 4, 5, 14, 15 and 16	<p>Heading in Contents</p> <p>Recital C(d), lines 2 and 3</p> <p>Defined terms in clause 1.1 of the General Conditions</p> <p>Clause 3.3(f)(ii), lines 2 and 3 of the General Conditions</p> <p>Clause 3.5(c), lines 7 and 8 of the General Conditions</p>	The information to be redacted is all references to and use of this 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 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</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</p>

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	Clause 3.7(g), lines 7 and 8 of the General Conditions		<p>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>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
6	Definition of "Developer Rejection Right (Pavilion)" 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>(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</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>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>	
6	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 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 Fourth Sunset 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 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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8	Definition of "Pavilion Works Trigger Notice A 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 reference to the Pavilion Works Trigger Notice A Sunset Date would reveal programming information, which in turn would prejudice the parties' legitimate business and commercial interests, including its work planning methodology;</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; and</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), 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>
8	Definition of "Pavilion Works Trigger Notice B Sunset Date" in clause 1.1 (Definitions) of	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 reference to the Pavilion Works Trigger Notice B Sunset Date would reveal programming</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</p>

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	the General Conditions		<p>information, which in turn would prejudice the parties' legitimate business and commercial interests, including its work planning methodology;</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; and</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>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>
9	Definition of "State Pavilion Works Completion 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 State Pavilion Works Completion 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</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>

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			<p>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>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	Clause 2.2 (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>(d) 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;</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</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>



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			<p>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>	
13 and 14	Clauses 3.3(b), 3.3(d), 3.3(f) and 3.3(g) (P1 Public Works – Pavilion Works Trigger Notice B) of the General Conditions	The information to be redacted is the entirety of the clauses with the exclusion of the 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 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 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>(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>	
14 and 15	Clauses 3.5 (State does not give Pavilion Works Trigger Notice A or B) 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:</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><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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			<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	
15 and 16	Clause 3.7(b), 3.7(c), 3.7(e), 3.7(f) and 3.7(g) (P1 Public Works – IDF Fitout Works Trigger Notice) of the General Conditions	The information to be redacted is the entirety of the clauses with the exclusion of the 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 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>
16 and 17	Clauses 3.8 (Impact on covenants) of the	The information to be redacted is the entirety of the clause	TfNSW weighed the competing public interest considerations and determined that there was an	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i>

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	General Conditions	with the exclusion of the title.	<p>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 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>(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 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>
17	Clause 3.9(a) (Extension of the State Pavilion Works Completion Date) 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 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</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>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>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
20	Clause 3.11(h) (Amendments to design of Pavilion Works – after the Pavilion Works Trigger Notice A Sunset Date where State has not given 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:</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><i>Section 32(1)(a), paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4.</i></p> <p>The disclosure of this information discloses the 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</p>

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			<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>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>
22	Clause 3.14(a) (Extension of time to Fourth Sunset Date (for IDF Fitout 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, 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</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>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>	
23 and 24	Clause 4(a) (Public Works Lot) 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 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</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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			<p>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>	
24 and 25	Clause 5 (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> <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 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;</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><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>



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			<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>	
34 and 35	Clause 9.27 (Consequential or Indirect Loss) 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:</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>(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>

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36, 37 and 38	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> <ul style="list-style-type: none"> <li>(a) the redacted information is names of employees of TfNSW and revealing this information would disclose an individual's personal information; and</li> <li>(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.</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>There is an overriding public interest against disclosure.</p>
39 - 115	Schedule 1	The information to be redacted is all Schedule 1 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> <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</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 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>

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			<p>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>	There is an overriding public interest against disclosure.