

Government Information (Public Access) Act 2009

Explanatory Table

Waterloo Integrated Station Development Station Delivery Deed

Contract Number: 503

Capitalised terms in this table have the meanings given to them in the Waterloo Integrated Station Development Station Delivery Deed (**SDD**), unless the context indicates otherwise.

In preparing this explanatory table, the Principal has:

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

Sydney Metro notes that Schedule C1 (*Scope of Works and Technical Criteria*) (the **SWTC**) and Schedule F1 (*Electronic Files*) contain a large number of files. Due to the number of files and technical size limitations, these documents to the SDD have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact SMProcurement@transport.nsw.gov.au to arrange a time to inspect.

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

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			against disclosure.	
2.	Contents page	The information redacted is defined terms and clauses which have been redacted entirely in the general conditions.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain provisions under the SDD, and therefore the level of risk that the WL Contractor was willing to price and accept to perform the Project Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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3.	Clause 1.9 (<i>Electronic files</i>)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the electronic files; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
4.	Clause 2.5	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the project risks; b) exposing the redacted information would reveal the apportionment of risk between the parties in relation to key risks, and therefore the level of risk that the WL Contractor was willing to accept. Exposing this information may also provide insight into the parties' views on their respective potential capabilities and the likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in

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				<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Clauses 3.1(a)(i)-(ii) (<i>Unconditional undertakings</i>)	The information redacted is a number, percentage amounts and time periods.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the:</p> <ul style="list-style-type: none"> (i) sum that the WL Contractor must provide to the Principal as an unconditional undertaking; (ii) number of unconditional undertakings that the WL Contractor must provide to the Principal; and (iii) Principal's rights and obligations regarding recourse; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor of default events, and therefore the level of risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood</p>

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			There is an overriding public interest against disclosure.	<p>of default events arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the WL Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the abovementioned information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Clause 3.2(a) (<i>Release of unconditional undertakings</i>)	The information redacted is time periods and percentage amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information outlines the percentage of the Contract Sum that is to be held in Security, and the time period in which the Principal must release the Security to the WL Contractor;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in</p>

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			<p><i>(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the fact that Security is required from the WL Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking, the date and the time periods for release.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clauses 4.2(b)(iii) and 4.2(d)(ii) (<i>Principal's Design Stage 1 Documents</i>)	The information redacted is a reference to a redacted schedule and a time period.	<p><i>Section 32(1)(d), item 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out details of the WL Contractor's approach to design development; and</p> <p>b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, disclosure of the information could reduce the competitive commercial value of the information and</p>

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				<p>prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	<p>Clauses 4.6(a)(ii) and 4.6(b)(ii) (<i>Certificates to be provided by the WL Contractor</i>)</p>	<p>The information redacted is entire sub-clauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out provisions concerning the certification of Design Documentation; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to reliance on design certifications, and therefore the level of risk that the WL Contractor was willing to price and accept. Exposing this information may provide insight into the WL Contractor's views on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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9.	Clauses 5.5(b), 5.5(c) and 5.5(d) (<i>Local Area Works</i>)	The information redacted is part of a clause and an entire sub-clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain third party arrangements; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clauses 5.7(a), 5.7(d), 5.7(da), 5.7(f) and 5.7(i) (<i>Contamination</i>)	The information redacted is part of a clause and entire sub-clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information: <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor; (ii) relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant

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			<p><i>(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 49 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	<p>Clause 5.9(c) <i>(Responding to notifications and complaints regarding property damage)</i></p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the value of property damage which triggers an obligation for the WL Contractor to rectify;</p>

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			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor and therefore the level of risk that the WL Contractor was willing to accept. Exposing this information may provide insight into the WL Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Clause 6.5(c) (<i>Sydney Metro Principal Contractor Health and Safety Standard</i>)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of</p>

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			against disclosure.	<p>risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clauses 7.2(a), 7.2(aa), 7.2(b)(ii)(B) and 7.2(b)(iii) (<i>Change in Law</i>)	The information redacted is part of a clause and entire sub-clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor; (ii) relates to a definition that has been redacted; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in</p>

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			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>row 49 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clauses 8.7(g) and 8.7(h) (<i>Independent Certifier</i>)	The information redacted is entire sub-clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to costs payable in relation the Principal's liability to the Independent Certifier and certain decisions that may be made under the Independent Certifier Deed;</p> <p>b) disclosure of the redacted information may</p>

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			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>provide insight into the apportionment of risk between the parties under the SDD and the Independent Certifier Deed, and therefore the level of risk that the WL Contractor was willing to price and accept;</p> <p>c) exposing the redacted information may provide insight into the amount that the WL Contractor was willing to accept for the construction work (and all affiliated risks); and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	<p>Clauses 9.2(e) (<i>Early access to the Construction Site</i>), 9.3(b) (<i>Access to the Construction Site on or after the Site Access Date</i>) and 9.6(b) (<i>Access to the Construct Site</i>)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor; and (ii) relates to a definition that has been

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			<p>and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>redacted;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 49 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Clause 9.8 (<i>Adjoining Properties</i>)	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the information redacted set out the rights and</p>

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			<p>functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>obligations of the parties in relation to Adjoining Properties;</p> <p>b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Clause 9.11(d)(ii)-(iv) (<i>Encumbrances</i>)	This information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information contains a commercially sensitive mechanism negotiated by the Principal and the WL Contractor regarding the MQD PDA;</p> <p>b) exposing the redacted information would reveal the apportionment of risk that the Principal and the WL Contractor were willing accept with respect to Encumbrances under the SDD. It may also provide insight into the WL Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clauses 10.1(a)(i)-(ii) (<i>Acceptance of site</i>) and 10.1A	The information redacted is the entire sub-clause and references to the redacted sub-clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor; and (ii) relates to a definition that has been redacted; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 49 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of risk that the WL Contractor was willing to price</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Clauses 11, 28.1 (Contract Sum) and 28.2(a) (Contract Sum Adjustment Events)	The information redacted is the entire clause and references to the redacted clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out sensitive information concerning payment rights; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clause 12.1(a)(i) (<i>Master Interface Protocols Deed Poll</i>)	The information redacted is a time period.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the timeframe in which the WL Contractor must provide an executed counterpart of the Master Interface Protocols Deed Poll; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Clauses 12.3(b)(i)(B) and 12.3(b)(iii)(A) (<i>Cooperation and co-ordination with Interface Contractors</i>)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the WL

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 12.5(a)(ii)-(iii) (No Claims arising out of Interface Work)	The information redacted is a reference to a redacted definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
23.	Clause 12.7 (<i>Collateral Warranty Deed Poll</i>)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information in respect of the Collateral Warranty Deed Poll; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Clause 13	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the rights and obligations of the parties in relation to the Third Party Agreements; b) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Clause 14.2	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information regarding the interface between the station and the OSD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, in relation to key project risks, and therefore the risk that the WL Contractor was willing to price and accept. Exposing this information may also provide insight into the parties' views on its potential capabilities and likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clauses 15.1, 15.6, 15.7, 15.8, 15.10 and 15.11(d)	The information redacted is entire clauses and a sub-clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding the rights and obligations of the parties in connection with the works being undertaken by the TSE Contractor under the TSE</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contract;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the parties in relation to the interface between the Project Works and the TSE Works, and therefore the level of risk that the WL Contractor was willing to price and accept. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Clauses 17.4(c), 19.1(c), 21.9(b), 21.9(c), 21.9(d), 22.4(b), 24.2(e) and 24.2(g)	The information redacted is part of a clause and an entire sub-clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <p>(i) is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(ii) relates to a definition that has been redacted;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 49 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Clauses 21.5A(ba) and 21.5A(h) (<i>Recovery Plan</i>)	The information redacted is time periods.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the timeframe</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>in which the Principal's Representative must provide particular notices to the WL Contractor as well as what constitutes the "Relevant Date" for the purpose of this clause; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
29.	Clauses 21.11(f) and 21.11(g)(ii)(B)-(C) (<i>Delay Liquidated Damages</i>)	The information redacted is part of a clause and a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information regarding the WL Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to liability under the SDD. Exposing this information may provide insight into the WL Contractor's views on its potential capabilities and the likelihood of the WL Contractor being held liable for the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>circumstances in clause 21.11;</p> <p>c) the redacted information sets out the amount of the daily cap on Delay Liquidated Damages;</p> <p>d) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to delay risks. Exposing this information may provide insight into the WL Contractor's views on its potential capabilities and the likelihood of Delay;</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>f) the public interest has been served by revealing the existence of the cap on Delay Liquidated Damages. In light of this disclosure, there is an overriding public interest against the disclosure of the precise amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Clause 27.1(b) (<i>Defects Correction Periods</i>)	The information redacted is dates and time periods.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the Defects Correction Period for the Project Works;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to the rectification of defects, and therefore the level of risk that the WL Contractor was willing to price and accept. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that there is a Defects Correction Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clause 27.5(a), 27.5(ab), 27.5 (b)(ii) and 27.5(c)	The information redacted is part of a	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(Acceptance of a Defect)	clause.	<p><i>of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the circumstances in which the Principal may accept a Defect to the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to the rectification and acceptance of defects, and therefore the level of risk that the WL Contractor was willing to price and accept. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of ongoing defects arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that there is scope for the Principal to accept defects. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise circumstances in which the Principal may accept defects. <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				disclosure as events and circumstances change.
32.	Clause 27.8 (<i>Interface Contractors</i>)	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information concerns the allocation of responsibility for rectifying defects; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain defects. Exposing this information may provide insight into the WL Contractor's views on certain defects arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the Principal's ability to effectively exercise its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Clause 28.5(a)(i)-(ii) (<i>Provision of documentation and other requirements</i>)	The information redacted is percentage amounts.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information identifies the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>percentage amount that the Principal is obliged to pay the WL Contractor if the WL Contractor has not complied with requirements in clause 28.5(a);</p> <p>b) the purpose of the clause is to incentivise the WL Contractor to comply with the requirements in clause 28.5(a). The redacted information reflects a negotiated amount which the WL Contractor has priced and accepted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the WL Contractor certain amounts if the WL Contractor fails to comply with its obligations. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
34.	Clause 28.10(h) (Provisional sums)	The information redacted is part of a	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		clause.	<p><i>of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor; b) the redacted information relates to a definition that has been redacted; c) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Clauses 28.12(c)(i), 28.12(d)(i) and 28.12(e)(i) (<i>Initial Payment</i>)	The information redacted is time periods.	<p><i>Section 31(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the timeframe which triggers a repayment obligation for the WL Contractor if the deed is terminated; and (ii) the date of release of the Initial Payment Security 1 and Initial Payment Security 2; <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
36.	Clause 28.13 (<i>Interest</i>)	The information redacted is a percentage amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of interest payable by a party in connection with a failure to pay amounts due; b) disclosure of the redacted information would provide insight into the level of risk that the parties were willing to accept; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Clause 30.2(b) (<i>Indemnity from WL Contractor</i>)	The information redacted is the entire sub-clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information regarding the WL Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to liability under the SDD. Exposing this information may provide insight into the WL Contractor's views on its potential capabilities and the likelihood of the WL Contractor being held liable for the circumstances in clause 30.2;</p> <p>c) the redacted information sets out an arrangement to apportion and manage liability risk. Revealing this information may diminish</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the value of that information; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clauses 30.3(b), 30.4, 30.7, 30.8, 30.9 and 30.10	The information redacted is entire clauses and a sub-clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the limits of the insurance policies that the WL Contractor is required to effect and maintain;</p> <p>b) exposing the redacted information would reveal the level of insurance risk that the WL Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Clause 30.14	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the WL Contractor's liability in connection with the relevant insurance policies; b) exposing the redacted information would reveal the level of insurance risk that the WL Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clauses 31.1, 31.2, 31.3, 31.4, 31.5 and 31.7	The information redacted is entire	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		clauses.	<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the WL Contractor's total aggregate liability, including limits on the WL Contractor's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to liability under the SDD. Exposing this information may provide insight into the WL Contractor's views on its potential capabilities and the likelihood of the WL Contractor being held liable for the events identified in clause 31; c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Clause 32.4(f) (WL Contractor Termination)	The information redacted is	<i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>Events)</i>	percentage amounts.	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the:</p> <ul style="list-style-type: none"> (i) aggregate liability threshold (calculated by reference to a percentage of the Contract Sum); and (ii) percentage of the LD Cap, which, if reached, will trigger a WL Contractor Termination Event; <p>b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against the WL Contractor. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Clauses 32.6,	The information	<i>Section 32(1)(d), item 1(f) of the</i>	The Principal weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	32.7(a)(i)(B), 32.7(a)(iv)(F), 32.9(a)(i)(B), 32.9(a)(iv)-(v) and 32.10(a)(ii)(A)	redacted is an entire clause and part of a clause.	<p><i>table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain termination events; b) the redacted information relates to a clause that has been redacted; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Clause 32.12(a) (<i>Payment for termination for convenience, repudiation or wrongful termination</i>)	The information redacted is a part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information reveals the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to the WL Contractor's entitlements if the Principal terminates the deed; b) disclosure of the redacted information may provide insight into the WL Contractor's cost

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>structure and profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
44.	Clause 40.12	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out limits on the parties' liabilities under the SDD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the WL Contractor</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>was willing to price and accept. It would also provide insight into the WL Contractor's cost structure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
45.	Execution page	The information redacted is the names and signatures of the signatories and the date of the Power of Attorney of the WL Contractor.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
SCHEDULES				
46.	Item 2 Schedule A1 (<i>Reference</i>)	The information redacted is details	<i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>Schedule)</i>	regarding the WL Developer.	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive and, if disclosed, may provide a unique insight into the WL Developer; and b) the public interest has been served by revealing the fact that there is a WL Developer. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
47.	Item 3 Schedule A1 (<i>Reference Schedule</i>)	The information redacted is redacted in its entirety.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive and, if disclosed, may provide a unique insight into the WL Contractor's cost structures; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the public interest has been served by revealing the fact that security is required from the WL Contractor. <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	disclosure as events and circumstances change.
48.	Items 6, 7, 11 and 12 Schedule A1 (<i>Reference Schedule</i>)	The information redacted is names and contact details of individual persons.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons. The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
49.	Item 10 Schedule A1 (<i>Reference Schedule</i>)	The information redacted is dollar amounts.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i> The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. <i>Section 32(1)(d), item 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	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because: a) the redacted information sets out commercially sensitive details regarding the Initial Payment regime (repayment amounts and timeframes); b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to the Initial Payment regime, and therefore the level of risk that the WL Contractor was willing to price and accept. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and the likelihood of the SDD being termination; c) revealing the information would place the parties at a substantial commercial disadvantage in

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that security is required from the WL Contractor.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Schedule A2 (<i>Definitions</i>)	The information redacted is entire definitions, including the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain elements under the SDD;</p> <p>b) the redacted information contains personal information, including the names of individual persons; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
51.	<p>Definition "Compensation Event"</p> <p>Schedule A2 (<i>Definitions</i>)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a number of project-specific grounds under which the WL Contractor will be entitled to claim relief for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor and therefore the level of risk that the WL Contractor was willing to price and accept. Exposing this information may provide insight into the WL Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	<p>Definition "Completion", paragraph (b)(ii)(M)(bb) Schedule A2 (<i>Definitions</i>)</p>	<p>The information redacted is a time period.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the timeframe in which Landowners or occupiers have to execute a release; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
53.	Definition "Consequential Loss", paragraph (c) Schedule A2 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor and therefore the risk that the WL Contractor was willing to price and accept. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and the likelihood of certain risks arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Definition "Contract Sum Adjustment Event" Schedule A2 (<i>Definitions</i>)	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the parties' cost structure, which would place the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a project-specific grounds on which the WL Contractor will

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>parties at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>be entitled to claim relief for the Project Works;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor and therefore the level of risk that the WL Contractor was willing to price and accept. Exposing this information may provide insight into the WL Contractor's view on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
55.	<p>Definition "Excusable Cause of Delay"</p> <p>Schedule A2 (<i>Definitions</i>)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out specific grounds on which the WL Contractor will be entitled to claim relief for the Project Works;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor and therefore the level of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>risk that the WL Contractor was willing to price and accept. Exposing this information may provide insight into the WL Contractor's view on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
56.	<p>Definition "Known Defects Rectification Period"</p> <p>Schedule A2 (<i>Definitions</i>)</p>	<p>The information redacted is a time period.</p>	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out timeframe in which known defects may be rectified;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor and therefore the level of risk that the WL Contractor was willing to price and accept. Exposing this information may provide insight into the WL Contractor's view on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
57.	Definition "LD Cap" Schedule A2 (Definitions)	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of the LD Cap as a percentage of the Contract Sum; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to key delay risks. Exposing this information may provide insight into the WL Contractor's views on its potential capabilities and the likelihood of Milestone Achievement, Substantial Completion and Completion being achieved by the relevant Date for Milestone Achievement, Date for Substantial Completion and Date for Completion (as applicable); c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the LD Cap. In light of this disclosure, there is an overriding public interest against the disclosure of the precise percentage amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
58.	Definition "Lead Designer" Schedule A2 (<i>Definitions</i>)	The information redacted is the name and ABN of the Lead Designer.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is the name and ABN of the Lead Designer under the SDD; and</p> <p>b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the WL Contractor, thereby prejudicing the WL Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				disclosure as events and circumstances change.
59.	Definition "Major TSE Defect" Schedule A2 (<i>Definitions</i>)	The information redacted is part of the definition.	<i>Section 32(1)(d), item 4(b), 4(c) and 4(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.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because: a) the redacted information concerns the allocation of responsibility for rectifying defects; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain defects. Exposing this information may provide insight into the WL Contractor's views on certain defects arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
60.	Definition "Proof Engineer (Fire)" Schedule A2 (<i>Definitions</i>)	The information redacted is the name of an individual person.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	of an individual person. The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
61.	Definition "Release Date" Schedule A2 (<i>Definitions</i>)	The information redacted is part of the definition which is a reference to redacted schedules.	<i>Section 32(1)(d), items 4(b), 4(c) and 4(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, commercial or financial interests. There is an overriding public interest against disclosure.	The Principal 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 relates to a clause that has been redacted in its entirety (clause 11); and b) the efficacy of the redaction to clause 11 is dependent on the definition also being redacted. The explanation for the redaction of this clause is set out in the explanation regarding clause 11. Review: This information would be reviewed for disclosure as events and circumstances change.
62.	Definition "Significant Subcontract" Schedule A2 (<i>Definitions</i>)	The information redacted is a dollar amount.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i> The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.	The Principal 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 sets out the value of a contract that qualifies as a Significant Subcontract; b) the information relates to a redacted definition; and c) exposing the redacted information may enable

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>potential subcontractors to use that information to their advantage in negotiations with the WL Contractor, thereby prejudicing the WL Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	<p>Definition "State Indemnified Party"</p> <p>Schedule A2 (<i>Definitions</i>)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the scope of the indemnity provided by the WL Contractor in clause 30.2 of the SDD; b) exposing the information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to the occurrence of particular events. Exposing this information may also provide insight into the WL Contractor's views on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Definition "Tender" Schedule A2 (<i>Definitions</i>)	The information redacted is a date.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) The Principal's tender procurement process is confidential and exposing the tender date may provide insight into the nature and length of the tender procurement process; and b) the public interest has been served by revealing the fact that there was a Tender. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise date of the Tender. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
65.	Definition "TSE Defect" Schedule A2 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information concerns the allocation of responsibility for rectifying defects; b) exposing the redacted information would reveal

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the apportionment of risk between the Principal and the WL Contractor in relation to certain defects. Exposing this information may provide insight into the WL Contractor's views on certain defects arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Schedule A3 (<i>Portions and Milestones</i>)	The redacted information is dates, dollar amounts and Portion and Milestone descriptions.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of schedule 4)</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c), and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the description of certain Portions and Milestones; (ii) the Date for Substantial Completion and Completion of each Portion; (iii) the Date for Milestone Achievement of each Milestone; and (iv) the rate of Liquidated Damages if

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>	<p>Substantial Completion, Completion or Milestone Achievement does not occur by the Date for Substantial Completion, the Date for Completion or the Date for Milestone Achievement;</p> <p>b) exposing the redacted information would reveal the risk that the WL Contractor priced and accepted in relation to the Liquidated Damages regime and the relevant Dates for Substantial Completion, Completion and Milestone Achievement. Exposing this information may provide insight into the WL Contractor's views on its potential capabilities and the likelihood of delays to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the WL Contractor to achieve Substantial Completion and Completion of the relevant portions by the Date for Substantial Completion and Date for Completion and to reach Milestone Achievement of the relevant Milestones by the Date for Milestone Achievement, otherwise liquidated damages will become</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates, dollar amounts and portion descriptions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Schedule A4 (<i>Pre-Agreed Modifications</i>)	The redacted information is dates, dollar amounts, time periods and references to a redacted provision.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted schedule concerns the Pre-Agreed Modifications. The information redacted includes:</p> <ul style="list-style-type: none"> (i) the date by which the Principal has a right to exercise the Pre-Agreed Modification; (ii) the amendments to the SWTC if the Principal chooses to exercise the Pre-Agreed Modification; (iii) adjustments to the Contract Sum if the Principal chooses to exercise the Pre-Agreed Modification; and (iv) dates and amounts related to the relevant Pre-Agreed Modification. <p>b) the redacted information schedule provides visibility on the WL Contractor's profit margins. The information also reveals the apportionment of risk that the WL Contractor is willing to price and accept for each Pre-Agreed Modification; and</p> <p>c) revealing the information would place the parties</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
68.	Schedule A5 (<i>Significant Subcontractors</i>)	The information redacted are the names, ABNs and addresses of the Significant Subcontractors.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is the names of the Significant Subcontractors under the SDD; and b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the WL Contractor, thereby prejudicing the WL Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Schedule A7 (<i>Subcontractor</i>)	The information redacted is the	<i>Section 32(1)(d), item 1(f)</i>	The Principal weighed the competing public interest considerations and determined that there was an

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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
70.	Schedule A8 (<i>Modification Procedure</i>)	The information redacted is references to a redacted provision, percentages, dollar amounts, time periods and a part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted schedule contains the negotiated procedure for Modifications. The information redacted includes:</p> <ul style="list-style-type: none"> (i) a cap for reimbursements; (ii) the specific circumstances where the Principal must issue a Modification Proposal Request to the WL Contractor and the procedure, timeframe and the entitlement applicable to those specific circumstances; (iii) a commercially sensitive mechanism negotiated by the Principal and the WL Contractor regarding the MQD PDA; and (iv) timeframes and dollar amounts; <p>b) exposing the redacted information would reveal the apportionment of risk that the Principal and the WL Contractor were willing accept with respect to Modifications under the SDD. It may also provide insight into the WL Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
71.	<p>Clauses 1.2, 1.3, 1.4, 1.5 and 1.6</p> <p>Schedule A12 (WL Contractor Insurance Requirements)</p>	<p>The information redacted is entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the limits of the insurance policies that the WL Contractor is required to effect and maintain; b) exposing the redacted information would reveal the level of insurance risk that the WL Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
72.	Schedule A13 (<i>Insurance Policies</i>)	The information redacted is a date and dollar amounts.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the date a Memorandum of Insurance was issued to the Principal, the disclosure of which may prejudice the Principal's legitimate business or commercial interests; b) the redacted information sets out the limits of the insurance policies that the WL Contractor is required to effect and maintain, and exposing the redacted information would reveal the level of insurance risk that the WL Contractor was willing to price and accept; and c) the public interest has been served by revealing the insurances procured by the Principal for the project. In light of this disclosure, there is an overriding public interest against the disclosure of the relevant dates. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Schedule A14 (<i>Independent Certifier Deed</i>)	The information redacted are entire clauses and an entire schedule, part of Schedule 2 (<i>Payment Schedule</i>), contact details, the names	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding: <ul style="list-style-type: none"> (i) the Independent Certifier's total

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		of individuals and a dollar amount.	<p><i>and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>aggregate liability, including limits on the Independent Certifier's liability; and</p> <p>(ii) payment arrangements for the works and services delivered under the Independent Certifier Deed;</p> <p>b) the redacted information also specifies an individual's name;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal, the WL Contractor and the Independent Certifier in relation to liability under the Independent Certifier Deed. Exposing this information may provide insight into the parties views on the likelihood of certain risks arising;</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for</p>

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				disclosure as events and circumstances change.
74.	Schedule A16 (<i>Form of Collateral Warranty Deed Poll</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the collateral warranty required to be provided in relation to works which the WL Contractor is required to design, construct and handover to the Principal; and b) revealing the information would disclose an apportionment of the risk between the parties and the nature of risk the WL Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
75.	Schedule A17 (<i>Master Interface Protocols Deed Poll</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the WL Contractor at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is a deed poll to be entered into by the WL Contractor which sets out mechanisms to address interface risk on the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro City & Southwest project;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that the WL Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Schedule A20 (<i>IDAR Panel Agreement</i>)	The information redacted is information related to the rates payable, names, contact details and signatures of individuals, time periods and a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out, among others, the method for calculating fees in the case of a Dispute between the parties and fees payable to Members of the IDAR Panel under the IDAR Panel Agreement;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;</p> <p>c) the public interest has been served by disclosing the mechanism in respect of personnel; and</p> <p>d) the Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
77.	Schedule A24 (<i>Operator Cooperation and Integration Deed</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the form of the interface agreements that the WL Contractor is to enter into with the Operator;</p> <p>b) the disclosure of the redacted information would reveal the level of interface risk that the WL Contractor was willing to price and accept in relation to interface of the Project Works with the works to be performed by the Operator;</p> <p>c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the WL Contractor in relation to the interface agreements to which the WL Contractor will be a counterparty; and</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
78.	Schedule A25 (<i>LW Contractor Cooperation and Integration Deed</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the form of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>interface agreements that the WL Contractor is to enter into with the LW Contractor;</p> <p>b) the disclosure of the redacted information would reveal the level of interface risk that the WL Contractor was willing to price and accept in relation to interface of the Project Works with the works to be performed by the LW Contractor;</p> <p>c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the WL Contractor in relation to the interface agreements to which the WL Contractor will be a counterparty; and</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>legitimate business, commercial, professional or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule A26 (<i>TSE Cooperation and Integration Deed</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreements that the WL Contractor is to enter into with the TSE Contractor; b) the disclosure of the redacted information would reveal the level of interface risk that the WL Contractor was willing to price and accept in relation to interface of the Project Works with the works to be performed by the TSE Contractor; c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the WL Contractor in relation to the interface agreements to which the WL Contractor will be a counterparty; and d) therefore the disclosure of this information would: <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>other contractors on the Sydney Metro City & Southwest project; and</p> <p>(ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Schedule A27 (<i>Nominated Subcontracts</i>)	The information redacted is the names of the Nominated Subcontractors and a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out limitations on the WL Contractor's and the BMCS Contractor's liability in connection with a particular event;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the BMCS Contractor and the WL Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the WL Contractor's and the BMCS Contractor's views on the likelihood of that key risk arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Schedule A28 (Information Documents)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain elements under the SDD, and therefore the level of risk that the WL Contractor was willing to price and accept to perform the Project Works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				disclosure as events and circumstances change.
82.	Schedule A29 (<i>Personnel</i>)	The information redacted is the names of individual persons and their organisations.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name and organisation.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
83.	Schedule A30 (<i>Home Building Act Requirements</i>)	The information redacted is entire clauses and parts of clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information relates to obligations to perform certain legislative requirements; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the BMCS Contractor and the WL Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the WL Contractor's and the BMCS Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Schedule B16	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out activities requiring collaboration between the WL Contractor and other contractors on the project, the dates by which those activities are required to be achieved, and the amounts of the collaboration payments which may be due upon achievement of the collaboration events; b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project and the dollar value the Principal was prepared to ascribe to those collaboration events being achieved; and c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of

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				<p>the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
85.	<p>Schedules C2 (<i>Principal's Design Stage 1 Documents</i>),</p> <p>C3 (<i>WL Contractor's Tender Design</i>),</p> <p>C4 (<i>WL Contractor's Tender Design Development</i>), and</p> <p>C5 (<i>Design Documentation to be reviewed by the Independent Certifier at Design Stage 2</i>)</p>	<p>The information redacted is the entire schedule.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain elements under the SDD, and therefore the level of risk that the WL Contractor was willing to price and accept to perform the Project Works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
86.	Schedule D1 (<i>Site Access Schedule</i>)	The information redacted is dates.	<p><i>Section 32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information provides details regarding whether or not the Early Site Access Date, Site Access Date and Site Access Expiry Date are applicable in respect of particular parts of the site, and the relevant dates as applicable; b) the WL Contractor has obligations under the SDD with respect to accessing the Construction Site, and other contractors are required to perform works by reference to the redacted dates. Revealing the information would provide insight into the WL Contractor's programme and the level of risk that the WL Contractor was willing to price and accept. If this information were revealed, it could place the WL Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the WL Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the WL Contractor and prejudice its legitimate business,

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the balance of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Schedule D2 (Requirements of Approvals)	The information redacted is an entire sub-clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the obligation to pay the costs of the Independent Property Impact Assessment Panel;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the WL Contractor's profit margins in relation to the SDD; and</p> <p>c) disclosure of the redacted information may provide insight into how the WL Contractor priced and accepted its costs for the project. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				disclosure as events and circumstances change.
88.	Schedule D3 (Approvals and Planning Approval Conditions)	The information redacted is an entire sub-clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor; and (ii) relates to a definition that has been redacted; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 49 of this table; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Schedule D4 (Requirements of Third	The information redacted is the	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>Party Agreements)</i>	entire schedule.	<p><i>confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the extent of the Principal's responsibility and obligations for certain third party agreements; b) exposing the redacted information would reveal the allocation of risk under the SDD in respect of fulfilling the requirements of third party agreements; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors, and would place the Principal at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same third party agreements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
90.	<i>Schedule D5 (Third Party Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Third Party Agreements between the Principal and third parties;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(a), paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the Principal is still in the process of negotiating third party agreements for the Sydney Metro City and Southwest Project. The disclosure of the redacted information may affect the status of these negotiations; and</p> <p>c) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the WL Contractor in relation to the draft Third Party Agreements, and therefore the risk that the WL Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Schedule D6 (<i>Adjoining Properties</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the rights regarding Adjoining Properties that the Principal is to acquire under the SDD. It includes information on the nature of the licence, the period for which the licence will operate, and the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>(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 WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>relevant site area;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>(c) revealing the information could prejudice the Principal's legitimate business, commercial or financial interests, and also affect the Principal's procurement of third parties for future projects, thereby compromising the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Schedule D7 <i>(Requirements of Adjoining Property Owner Agreements)</i>	The information redacted is an entire clause, part of a clause and a table.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the extent of the parties responsibility under certain Adjoining Property Owner Agreements. The WL Contractor is responsible for all obligations under an Adjoining Property Owner Agreement not expressly assumed by the Principal in one of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>tables;</p> <p>b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the WL Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the WL Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
93.	Schedule D8 <i>(Requirements of Adjoining Property</i>	The information redacted is part of a	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
94.	Schedule D9 (<i>Pro-forma Adjoining Property Owner Agreement</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the pro-forma Adjoining Property Owner Agreement that the Principal is entering into with adjoining landowners;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the WL Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the WL Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
95.	Schedule D10 (<i>Pro-forma Adjoining Property Easement</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the pro-forma Adjoining Property Easement that the Principal is entering into with adjoining landowners;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the WL Contractor in relation to the Adjoining Property Easements, and therefore the risk that the WL Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
96.	Schedule D11 (<i>Draft Subdivision Plan</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information may reveal intellectual property in which the WL Contractor has an interest.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, and prejudice a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the Draft Subdivision Plan identifying the stratum lots to be created in connection with the Waterloo Integrated Station Development and which will be registered with the NSW Land Registry Services pursuant to the terms of the SDD; b) the draft Subdivision Plan remains subject to finalisation and registration with the NSW Land Registry Services, and the premature disclosure of the Subdivision Plan may prejudice: <ul style="list-style-type: none"> (i) the effective exercise by an agency of its functions; and (ii) the parties' legitimate business, commercial or interests in the event that the plans are amended before being registered with the NSW Land Registry

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Services;</p> <p>c) the draft Subdivision Plan contains drawings which are intellectual property in which the WL Contractor has an interest;</p> <p>d) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) the public interest has been served by revealing the existence of the Subdivision Plan.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
97.	Schedule D12 (Subdivision Requirements)	The information redacted is entire clauses, parts of clauses and time periods.	<p><i>Section 32(1)(d), item 4(d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information describes requirements relating to Subdivision in connection with the Project Works, including:</p> <ul style="list-style-type: none"> (i) amendments to Draft Subdivision Documents; (ii) Subdivision Proposals;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>(iii) staged subdivision; and</p> <p>(iv) Registration Documents;</p> <p>(v) timeframes in relation to the above;</p> <p>b) revealing this information would make readily accessible to third parties information about specific requirements for the purpose of the Subdivision of the Project Works, and disclosure would accordingly make this information prematurely available to parties with whom the Principal may need to negotiate for the procurement of future subdivisions on related projects;</p> <p>c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the disclosure would prejudice the Principal's negotiating position in respect of such subdivision and the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
98.	Schedule D13	The information is an entire definition,	<i>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(Subdivision Principles)	parts of clauses and entire clauses.	<p><i>confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information may reveal intellectual property in which the WL Contractor has an interest.</p> <p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information describes specific features of the WL Contractor's proposed use of the land, potential additional easements required in connection with the project works and process for finalisation of those easements, principles to be reflected in proposed Other Subdivision Documents, a process for allocation of costs under the BMS and the finalisation of the BMS and its annexures; b) revealing the information would make readily accessible to third parties information about specific easements which may be required to be procured for the purpose of the project works, acceptable uses for ISD components and disclosure would accordingly make this information prematurely available to parties with whom the Principal may need to negotiate for the procurement of future interest and rights on related projects; c) the disclosure would prejudice the Principal's negotiating position in respect of such issues and the parties' legitimate business, commercial or financial interests; d) this schedule contains commercial information which is intellectual property in which the WL Contractor has an interest; and e) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
99.	Schedule D14 (<i>Draft Other Subdivision Documents</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information may reveal intellectual property in which the WL Contractor has an interest.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract,</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is the draft form of BMS; b) the entirety of the redacted information is information which is still in draft form and remains to be resolved by the parties. The disclosure of the information at this stage would provide a reference point which may prejudice the parties' legitimate business, commercial or financial interests in the event the final agreed Building Management Statement is made available as future clients, competitors, and contractors could make an assessment of the parties' relative strengths and weaknesses as evidenced by the final negotiated position; c) this schedule contains commercial information which is intellectual property in which the WL Contractor has an interest; d) revealing the information could place the parties

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the WL Contractor's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) the disclosure of the information may diminish the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
100.	Schedule D15 (<i>ISD Operations Principles</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(c) and 4(d)</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out details of the ISD Operations Principles; and</p> <p>b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
101.	Schedule D16 (<i>Draft Section 88B Instrument</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information may reveal intellectual property in which the WL Contractor has an interest.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is a draft instrument setting out terms of easements and restrictions on the use of land intended to be created pursuant to section 88B of the <i>Conveyancing Act 1919</i> (NSW) (section 88B Instrument) which will apply in connection with areas governed by the draft Building Management Statement once registered; b) the draft section 88B Instrument remains subject to finalisation and registration with the NSW Land Registry Services, and the premature disclosure of the Section 88B Instrument may prejudice: <ul style="list-style-type: none"> (i) the effective exercise by an agency of its functions; and (ii) the parties' legitimate business, commercial or interests in the event that the plans are amended before being registered with the NSW Land Registry Services; c) revealing the information could place the parties at a substantial commercial disadvantage in

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests;</p> <p>d) this schedule contains commercial information which is intellectual property in which the WL Contractor has an interest; and</p> <p>e) the public interest has been served by revealing the existence of the draft section 88B Instrument.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
102.	Schedule D17 (WL Contractor's Initial Program)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, the WL Contractor's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding the WL Contractor's initial program;</p> <p>b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
103.	Schedule D19	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the WL Contractor; and (ii) relates to a clause that has been redacted; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted. The explanation for the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>redaction of this clause is set out in row 41 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor, and therefore the level of risk that the WL Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the WL Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
104.	Schedule E1 (<i>Contract Sum Schedule</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the WL Contractor's cost structure, profit margins or full base case financial model and would place the WL Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out payment arrangements for the works and services delivered under the SDD;</p> <p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the WL</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor's profit margins in relation to the work;</p> <p>c) the itemisation of work may also reveal a program which the WL Contractor has invested a significant amount of time developing, and which the WL Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the WL Contractor priced and accepted the work for the project. If this information were revealed, it could place the WL Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the WL Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the WL Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
105.	Schedule E2 (Performance Incentive Payment Schedule)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the WL Contractor's cost structure or profit margins and would place the WL</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism and rates for calculating Performance Incentive Payments under the SDD which is commercially sensitive and, if disclosed, may provide a unique</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>insight into the WL Contractor's cost structures;</p> <p>b) revealing the information would provide insight into the WL Contractor's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; and</p> <p>c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
106.	Schedule E3	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out activities requiring collaboration between the WL Contractor and other contractors on the project, the dates by which those activities are required to be achieved, and the amounts of the collaboration payments which may be due upon achievement of the collaboration events;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project and the dollar value the Principal was prepared to ascribe to those collaboration events being achieved; and</p> <p>c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
107.	Schedule E4	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism for calculating the WL Contractor's cost entitlements, including the applicable margins and rates;</p> <p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the WL Contractor's profit margins in relation to the</p>

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			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>work; and</p> <p>c) disclosure of the redacted information may provide insight on how the WL Contractor priced and accepted the work for the project. If this information were revealed, it could place the WL Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the WL Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the WL Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
108.	Schedule E6 (<i>Form of Parent Company Guarantee</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the form of the Parent Company Guarantee required under the SDD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the WL Contractor and the WL Contractor Guarantor in relation to certain obligations under the SDD, and therefore the level of risk that the WL Contractor was willing to price and accept; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
109.	Schedule E7 (<i>Delay Cost Caps</i>), and Schedule E7A (<i>Disruption Cost Caps</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism and rates for calculating delay costs and disruption costs under the SDD; and</p> <p>b) revealing the information would provide insight into the WL Contractor's assessment of the risk and commercial impact of delays and disruptions arising in the course of performing its work, and would also reveal bespoke mechanisms negotiated by the parties;</p> <p>c) revealing the information could place the parties</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
110.	Schedule E8 (<i>Provisional Sum Work</i>)	The information redacted is part of a table.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4)</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism and rates for calculating the amounts payable for Provisional Sum Work which is commercially sensitive and, if disclosed, may provide a unique insight into the WL Contractor's cost structures; and b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
111.	Schedule F1 (<i>Electronic files</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the WL Contractor's cost structure or profit margins and would place the WL Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the WL Contractor in relation to certain elements under the SDD, and therefore the level of risk that the WL Contractor was willing to price and accept to perform the Project Works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>