***Government Information (Public Access) Act 2009* (NSW)**

**Explanatory Table**

**Negotiated Connection Contract (Supply Services)**

Capitalised terms in this table have the meaning given to them in the Negotiated Connection Contract (Supply Services) Contract dated 23 December 2022 (**Supply Services Contract**), unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

* + 1. identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
    2. weighed each redaction against the following key public interest considerations for disclosure:
       1. promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
       2. creating public awareness and understanding on issues of public importance;
       3. enhancing government transparency and accountability;
       4. informing the public about the operations of the agency;
       5. ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
       6. ensuring fair commercial competition within the economy.

| **Item** | **Clause (and general description)** | **Information redacted** | **Reason(s) for redaction under GIPA Act** | **Public interest considerations** |
| --- | --- | --- | --- | --- |
|  | Parties | The information redacted is the contact details for each of the parties. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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*.* | Sydney Metro 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 an individual. |
|  | Definition of "*Acceptable Credit Rating*" | The information redacted is part of the definition | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to a long term credit rating agreed on by the Parties; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Confidential Information*" | The information redacted is part of the definition. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to confidential information.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Consequential Loss*"  Clause 1.1 (*Definitions*) | The information redacted is the entire definition. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "Customer Installation" | The information redacted is part of the definition. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to the location of the electrical installation.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Default Rate*"  Clause 1.1 (*Definitions*) | The information redacted is a percentage figure | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  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. | Sydney Metro 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 contains the percentage figure per annum of the Default Rate of interest payable by either Sydney Metro or the contractor to the other party under the Supply Services Contract for late payment;  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the fact that there is a Default Rate of interest. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Endeavour*" | The information redacted is part of the definition. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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. | Sydney Metro 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 project specific arrangements and insight into the structure of the contractor; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Endeavour's Distribution System*" | The information redacted is the entire definition. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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. | Sydney Metro 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 project specific arrangements and insight into the structure of the contractor; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Force Majeure Event*"  Clause 1.1 (*Definitions)* | The information redacted is the entire definition. | *Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(c) and 4(d) of the table in section 14*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals details relating to the trigger of a Force Majeure Event; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  Review: This information would be reviewed for disclosure as events and circumstances change. |
|  | Definition of "*Network Lessee*" | The information redacted is part of the definition. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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. | Sydney Metro 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 project specific arrangements and insight into the structure of the contractor; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Network Owner*" | The information redacted is the entire definition. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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. | Sydney Metro 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 project specific arrangements and insight into the structure of the contractor; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*SM-WSA Contractor*"  Clause 1.1 (*Definitions)* | The information redacted is the entire definition. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.  The disclosure of this information could also 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 | Sydney Metro 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 reveals project specific details with regard to subcontracting; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Supply Services*" | The information redacted is the entire definition. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to the delivery of electricity from Endeavour to the Connection Point.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 4.2 (*Transfer of control or ownership of the Customer Installation*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frame for which Endeavour must be notified of any transfer of control or ownership.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the notification requirement regarding transfer of control or ownership. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 6.2.2, 6.2.3 and 6.2.4 (*Network Service Charge)* | The information redacted is part of the clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to other contractors.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  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. | Sydney Metro 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 contains negotiated certain conditions relating to the Network Service Charge which were specifically negotiated between the contractor and Sydney Metro;  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the fact that there is conditions on the Network Service Charge. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 6.5 (*Payment*) | The information redacted is the time period for payment of invoices. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  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. | Sydney Metro 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 contains a masked figure which reveals the terms on which payments will be made by Sydney Metro to the contractor;  (b) revealing the payment to the contractor upon closing out defects is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and  (c) while there is a public interest in revealing payment terms, this consideration is outweighed by the concerns above.  **Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | 6.6 (*Security*) | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors.  The disclosure of this information could also 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. | Sydney Metro 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 reveals the project specific security arrangements negotiated between the parties; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 6.6.2 (*Security*) | The information redacted is a certain timeframe. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frame for which the Customer must provide Security to Endeavour.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the notification requirement regarding Security. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 8.4 (*Termination for extended Force Majeure Event*) | The information redacted is certain timeframes. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.  The disclosure of this information could also 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. | Sydney Metro 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 factors and timeframes to be taken into account by either party to terminate the contract; 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.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 9.2 (*Performance Default – Cure Period*) | The information redacted is part of the clause. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.  The disclosure of this information could also 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. | Sydney Metro 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 factors and timeframes to be taken into account by either party to terminate the contract; 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.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 9.2.1, 9.2.3 and 9.2.4 (*Performance Default – Cure Period*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frames for the Correction Action Plan process.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the performance default cure period. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 9.3 (*Financial Default*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors.  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. | Sydney Metro 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 Cure Period after which a party may terminate the contract for a Financial Default;  (b) the redacted information contains information relating to the contractor's views as to its capabilities together with information relating to the apportionment of risks between the contractor and Sydney Metro;  (c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and  (d) the public interest has been served by revealing there are rights for the parties to terminate for a Financial Default. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise periods involved.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 9.4.2 (*Termination*) | The information redacted is part of the clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to the termination notice being issued to a party in respect of an Insolvency Event; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 10.2.2 (*Other Disputes*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frames for resolving the disputes.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the dispute resolution process. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 10.3.1. (*Arbitration*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frames for referring disputes to arbitration if not resolved.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the dispute resolution process. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 10.4.1 (*Arbitrator*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frames for referring disputes to arbitration if not resolved.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the dispute resolution process. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 11.2 (*Subcontracting and agency*) | The information redacted is the entire clause. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.  The disclosure of this information could also 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. | Sydney Metro 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 reveals project specific details with regard to subcontracting; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 11.4 (*Change of Control Notice*) | The information redacted is time periods. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 certain time frames applying to the change in control process.  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the change in control process. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 13.1 (*Indemnity*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
| 1. q | 13.2 (*No liability for Consequential Loss*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 13.3 (*Aggregate Liability for all other Losses*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 13.4 (*No Implied Terms*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 13.5 (*No variation to statutory liability limitation under the NEL)* | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 13.6 (*Contribution to loss suffered*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 13.7 (*Liability for personal injury or death*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 13.8 (*Insurance*) | The information redacted is words and a timeframe | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  (a) the masked information contains dollar words and timeframes which relate to the categories of insurance that Sydney Metro is required to effect;  (b) revealing the details of insurance would provide insight into the insurances required by the contractor.  (c) the details of the insurance that the contractor requires Sydney Metro to effect may be taken as an indication of the risks levels involved when contracting with the contractor. This may have signalling prejudice the business, commercial and financial interests of the contractor; and  (d) revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 14.2 (*Disclosures to personnel and advisers*) | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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. | Sydney Metro 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 project specific arrangements and insight into the structure of the contractor; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 15.3 (*Time of service*) | The information redacted is time periods. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frame for which communications are delivered; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 16.6 (Indemnities) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability and indemnities; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 16.4 (*Expenses*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability for expenses in connection with this contract; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 16.5 (*Stamp duties*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to liability for stamp duties payable under this contract; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 1, Item 1: Site | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to the site location; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 1, Item 3: Representatives | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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*.* | Sydney Metro 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 an individual. |
|  | Schedule 1, Item 4: Senior Manager | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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*.* | Sydney Metro 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 an individual. |
|  | Schedule 1, Item 5: Address for Notices | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure.  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*.* | Sydney Metro 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 an individual. |
|  | Schedule 2 – Connection Point | The information redacted is the diagram. | *Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.  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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  (a) the redacted material relates to the contractors electricity network; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3, clause 4.6.2 (*High Voltage Requirements*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frame for which the Customer must notify Endeavour of a transfer of control or ownership;  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the transfer of control or ownership regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3, clause 4.8.3 (*Life support equipment*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frame for which Endeavour must give notice to the Customer of distributor planned interruptions;  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the life support equipment requirements. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3, clause 8.2.2 (*Planned interruptions*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frame for Endeavour giving the Customer notice of affected energy supply;  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the planned interruptions regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3, clause 8.3.4 (*Unplanned interruptions*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frame within which Endeavour must have access to the Customer installation; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3, clause 8.4 (*Customers right to information about interruptions*) | The information redacted is part of the clause (including a timeframe) | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to information about interruptions to the supply of energy; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3, clause 10.1 (*Disconnection following termination of contract*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frames for giving notice of disconnection following termination; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3, clause 10.5 (*Costs of disconnection*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to Customer payment costs for disconnection; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3, clause 11.2 (*Access to information*) | The information redacted is part of this clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to Customer information about energy consumption; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Annexure 1 to Schedule 3 – definition of "*High voltage customer*" | The information redacted is the entire definition. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to supply of services; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Annexure 1 to Schedule 3 – definition of "*Off-Market Connection Point*" | The information redacted is the entire definition. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to supply of services; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Annexure 2 to Schedule 3 – clause 2 (*Embedded Network Arrangements*) | The information redacted is part of the clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to supply of services; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Annexure 2 to Schedule 3 – Clause 2.7 (*Embedded Network Arrangements*) | The information redacted is part of the clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to supply of services; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Annexure 2 to Schedule 3 – Clause 4.3 (*Responsibility for embedded network*) | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to the cost of electricity; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Annexure to Schedule 3 – 5 (*Payment of Endeavour's costs*) | The information redacted is a payment timeframe and part of the clause. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  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. | Sydney Metro 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 contains a masked figure which reveals the terms on which payments will be made by Sydney Metro to the contractor;  (b) revealing the payment to the contractor upon closing out defects is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and  (c) while there is a public interest in revealing payment terms, this consideration is outweighed by the concerns above.  **Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | Schedule 4 | The information redacted is the entire Schedule, including the Annexure to Schedule 4. | *Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.  The disclosure of this information could also 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  (a) the masked information in the Schedule sets out the method of calculation for the Network Service Charge, including specific pricing components; 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.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, clause 1 (*Form of Security*) | The information redacted is part of the clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to payment security; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, Clause 2 (*Security Amount*) | The information redacted is the certain text and a timeframe in the clause. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.  The disclosure of this information could also 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. | Sydney Metro 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 discloses the monetary amount of the Security which Sydney Metro must provide to the contractor;  (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 existence of these security requirements. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, clause 3 (*Changes to Security*) | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4(d) of the Table to section 14*  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. | Sydney Metro 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 time frame for which replacement security must be secured;  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and  (c) the public interest has been served by revealing the mechanics of the Security regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, clause 4.4 (*Drawings on Security*) | The information redacted is part of the clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*  The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors.  *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*  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.  There is an overriding public interest against disclosure. | Sydney Metro 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 reveals project specific details with regard to security Endeavour holds; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, Clause 5 (*Return of security*) | The information redacted is the entire clause. | *Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)*  *Item 4 (b), (c) and (d) of the Table to section 14*  The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors.  The disclosure of this information could also 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. | Sydney Metro 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 reveals the project specific security arrangements negotiated between the parties; and  (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.  **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Execution page of the main body of the Supply Services Contract | The information redacted is the names and signatures of the signatories and witnesses. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | Sydney Metro 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.  Sydney Metro 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. |