

**Government Information (Public Access) Act 2009  
Explanatory Table - Gateway Stage 3**

Transport for NSW (**TfNSW**) has redacted the contractual provisions referred to below due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of TfNSW, or of John Holland Pty Ltd and Seymour Whyte Constructions Pty Ltd (together the **Contractor**), and/or reveal the commercial-in-confidence provisions of a contract. TfNSW will continue to review this information to ensure that where the prejudicial effect of disclosure will be removed due to a passage of time or change of circumstances, further disclosures will be made.

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Clause 2.3(d) - Authorities	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
2.	Clause 2.4(f)(iv) - Independent Verifier	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
3.	Clause 2.4(m) - Independent Verifier	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the commercial regime for apportioning the cost of engaging the independent verifier between TfNSW and the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW, the Independent Verifier and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

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4.	Clause 2.9(f) - Subcontracts	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is a monetary threshold relating to the commercial regime that applies to subcontracts let by the Contractor.</p> <p>It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
5.	Clauses 2.9(k) and 2.9(l) - Subcontracts	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime that relates to subcontracts let by the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
6.	Clause 3.3(h)(ii)(H) - Project Plans	<p>Section 32(1)(d) and Items 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
7.	Clause 4.5 - Not disclosed	<p>Section 32(1)(d) and Items 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the commercial regime that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
8.	Clause 4.6 - Not disclosed	<p>Section 32(1)(d) and Items 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is part of a clause that relates to the commercial regime that is not disclosed.</p>

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		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
9.	Clause 5.1(c); Clause 5.1(g); Clause 5.1(h); Clause 5.1(i) - Compliance with Law and other requirements	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is part of a clause that relates to the allocation of various responsibilities for obtaining and complying with approvals under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
10.	Clause 5.3(b); Clause 5.3(c) - Legal challenge	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is part of a clause that relates to the allocation of various responsibilities for obtaining and complying with approvals under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
11.	Clause 5.15(b)(ii)(C), 5.15(e) and 5.15(f) - Road occupancy	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is part of a clause that relates to the allocation of various responsibilities for obtaining and complying with approvals under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

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12.	Clause 5.16 - Principal's Representative's directions	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
13.	Clause 5.22(b); Clause 5.22(c); Clause 5.22(d); Clause 5.22(e); Clause 5.22(f); Clause 5.22(g); Clause 5.22(h) - Third Party Agreements	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is a series of provisions relating to the allocation of responsibility for complying with various third party agreements.</p> <p>These are commercial-in-confidence provisions because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p>
14.	Clause 5.23 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
15.	Clause 5.25 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

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16.	Clause 6.1(c) and 6.2 - Risk and indemnity and Reduction of Contractor's Liability	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is an indemnity covering specific costs and risks under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
17.	Clause 6.5(a); Clause 6.5(b) - Limitation of liability	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out various elements of the limitation on the Contractor's aggregate liability and includes the percentage to which the Contractor's liability is limited under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
18.	Clause 6.6(a) and Clause 6.6(b) - Exclusion of indirect loss	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of certain heads of loss classified as indirect loss for the purpose of this contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
19.	Clause 6.7 and 6.8 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

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20.	Clause 7.1(b); Clause 7.1(c); Clause 7.1(d)(ii); Clause 7.1(e); Clause 7.1(f); Clause 7.1(g) - Principal arranged insurance	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to obligations on TfNSW to take out insurances under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
21.	Clause 7.2(a); Clause 7.2(b) - Contractor's acknowledgement and obligations	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to obligations on TfNSW to take out insurances under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
22.	Clause 7.3 - Exclusions to Principal's insurance	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed relates to obligations on TfNSW to take out insurances under the contract.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p>
23.	Clause 7.4(a)(iv) - Reinstatement	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
24.	Clause 7.5(d) - Contractor's insurance	<p>Section 32(1)(a) and paragraphs (a) and (b) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p>	<p>The information not disclosed relates to obligations on the Contractor to take out insurances under the contract.</p>

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		The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.
25.	Clause 8.1(a); Clause 8.1(c)(i)(B); Clause 8.1(d);-Clause 8.1(e); Clause 8.1(f); Clause 8.1(g); Clause 8.1(k); Clause 8.1(l) - Unconditional undertakings and retention	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is the value of the security provided under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
26.	Clause 9.1(b)(v); Clause 9.1(d); Clause 9.1(e); Clause 9.1(f) - Access	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to specific arrangements in connection with land access and existing operations under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
27.	Clause 9.3(c) - Principal's access	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to specific arrangements in connection with site access under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
28.	Clause 10.1 - Services	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,

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		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
29.	Clause 10.5 - Contamination	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the allocation of responsibility for contamination between TfNSW and the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
30.	Clause 10.6 - Site Conditions	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed relates to the allocation of responsibility for physical conditions and characteristics of the site between TfNSW and the Contractor.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p>
31.	Clause 10.8 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
32.	Clause 10.9 - Not Disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>



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33.	Clause 10.10 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests.</p>
34.	Clause 10.11 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests.</p>
35.	Clause 10.12 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
36.	Clause 12.1(e)(ii)(B); Clause 12.1(f) - The Contractor's design obligations	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the extent of the Contractor's design responsibilities under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
37.	Clause 13.1(a)(ii); Clause 13.1(a)(iv); Clause 13.1(a)(v) - Construction	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the extent of the Contractor's design and construction responsibilities under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

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			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
38.	Clause 13.2(d)(B) - Property Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the extent of the Contractor's design and construction responsibilities under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
39.	Clause 13.9(b)(ii)(F) - Cooperation with Other Contractors	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to specific arrangements under the contract in connection with land access and other activities taking place on the site.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
40.	Clause 13C - Sydney Airport Service Works Land	<p>Section 32(1)(d) and items (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the clause describing the regime for access to certain Sydney Airport Land.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW, the Contractor's and Sydney Airport's legitimate business, commercial, professional or financial interests.</p>
41.	Clause 14 - Not disclosed	<p>Section 32(1)(d) and items (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

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42.	Clause 15.1(a)(i)(E) and 15.1(d) - Proposed Variations	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
43.	Clause 15.2(b)(iv); Clause 15.2(b)(v) - Variation Orders	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
44.	Clause 15.4 (including paragraph (e)(i)) - Valuation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to commercial regimes in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
45.	Clause 15.6(c)(i)(E) - The Contractor may propose Variation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
46.	Clause 15.6(g) - The Contractor may propose Variation	<p>Section 32(1)(a) and paragraph (b) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information not disclosed is the apportionment of cost savings between the Contractor and TfNSW arising from a variation proposed by the Contractor.</p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margin and would place the contractor at a substantial commercial</p>

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		The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.
47.	Clause 15.8(c) - Change in Law	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
48.	Clause 15.8(e); Clause 15.8(f) - Change in Law	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the allocation of costs associated with compliance with laws and approvals under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
49.	Clause 15.8(g) - Change in Law	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
50.	Clause 15.9 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

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			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
51.	Clause 15.10 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
52.	Clause 15.11 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
53.	Clause 16.1(b); Clause 16.1(c) - Defects	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
54.	Clause 16.2 - Principal's Representative's direction	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
55.	Clause 16.6 - Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
56.	Clause 16.7(a) - Local Area Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
57.	Clause 16.7(h); Clause 16.7(i) - Local Area Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
58.	Clause 16.8(a) - Service Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
59.	Clause 16.8(c); Clause 16.8(d) - Service Works	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the Contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
60.	Clause 16.9(b) - Property Works	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to the Contractor's obligations to rectify defects under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
61.	Clause 17.2(c) - Sequencing	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the Contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
62.	Clause 17.4(a) - Risk and notice of delay	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to the extent of relief afforded to the Contractor's for delays to its activities.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
63.	Clause 17.6(a); Clause 17.6(b); Clause 17.6(c);	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information not disclosed relates to the extent of relief afforded to the Contractor's for delays to its activities.

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	Clause 17.6(d); Clause 17.6(g)(ii); Clause 17.6(l); Clause 17.6(m); Clause 17.6(n) - Delay costs	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
64.	Clause 17.9(k); Clause 17.9(l) - Liquidated damages for delay in reaching Construction Completion	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed consists of the limitations on the Contractor's obligation to compensate TfNSW for delayed completion.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
65.	Clause 17.10(g)(i) - Construction Completion	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to the manner in which the Contractor demonstrates that it has completed the works under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
66.	Clause 17.11(c) and 17.11(d) - Part of the works or section	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to the terms and conditions that apply to the access or use of part of the works prior to completion by TfNSW.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
67.	Clause 18.1A(a)(i); Clause 18.1A(c) - Initial Payment	Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-	The information not disclosed consists of the volume of, and certain preconditions for, the advance payment to the Contractor by TfNSW.



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		<p>confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose the contractor's cost structure or profit margin and would place the contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
68.	Clause 18.2(e)(ii) - Payment Claims	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of a retention sum that TfNSW is entitled to deduct from payments under the contract.</p> <p>The disclosure of this information would disclose the parties' payment and security arrangements and would place them at a substantial commercial disadvantage in negotiations other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
69.	Clause 18.6(d) - Unfixed goods and materials	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed consists of certain pre-conditions to payment for the Contractor's work.</p> <p>The disclosure of this information would disclose the parties' payment and security arrangements and would place them at a substantial commercial disadvantage in negotiations other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	them at a disadvantage in negotiating with other parties in respect of future projects.
70.	Clause 18.11 - Not disclosed	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
71.	Clause 18.12 - Not disclosed	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
72.	Clause 18.14 - Not disclosed	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
73.	Clause 19.1(a); Clause 19.1(b); Clause 19.1(c);  Clause 19.1(f); Clause 19.1(g); Clause 19.1(h) - Notice of Claims	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed consists of categories of claim that the Contractor is required to pursue through the claims process prior to initiating the process for formal disputes.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

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74.	Clause 19.6(c)(i) and 19.6(e) - Principal's Representative's Statements	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Contractor's right to compensation and relief upon challenging certain decisions of TfNSW's representative.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
75.	Clause 21.1(o) - Notice of default	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of a basis for initiating the termination procedure under the contract.</p> <p>The disclosure of this information would disclose a key financial threshold under the contract place the parties at a substantial commercial disadvantage in negotiations other contractors or with subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
76.	Clause 21.2(d) - Contents of notice	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to requirements that the Contractor must satisfy when pursuing claims under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
77.	Clause 21.3 (leading paragraph); Clause 21.3(f); Clause 21.3(h); Clause	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed relates to the circumstances that may trigger TfNSW's right to terminate the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	21.3(i) - Principal's rights	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
78.	Clause 21.3A - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
79.	Clause 21.5(g); Clause 21.5(h) - Adjustment following exercise of Step-in Rights	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the processes and ancillary rights that support the exercise of TfNSW's step-in rights under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
80.	Clause 21.9(a)(iv); Clause 21.9(a)(vi) - Consequences of termination for convenience	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of certain amounts due to the Contractor upon termination of the contract for TfNSW's convenience.</p> <p>The disclosure of this information would disclose a financial component of the contract that places the parties at a substantial commercial disadvantage in negotiations other contractors or with subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

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81.	Clause 21.11 - Consent of Sydney Airport	<p>Section 32(1)(d) and Item 1(f) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the involvement of Sydney Airport in certain decision making processes of TfNSW.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice the effective exercise of TfNSW's functions by TfNSW.</p>
82.	Clause 22.15(b) - Indemnity	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of specific details of the Contractor's general indemnity in favour of TfNSW.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
83.	Clause 23.1(a)(xix) - Interpretation and contra proferentum	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the extent of the Contractor's fitness-for-purpose warranties under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
84.	Clause 23.2 - the definition immediately following the definition of Airside Area	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
85.	Clause 23.2 - the definition immediately following the definition of Approval	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is a definition relating to the allocation of costs and responsibilities for complying with approvals under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

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		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
86.	Clause 23.2 - the two definitions immediately following the definition of ARTC	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime covering the involvement of third parties in the project.</p> <p>The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to other contractors.</p>
87.	Clause 23.2 - the definitions immediately following the definition of Bank Bill Rate	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of various definitions.</p> <p>The definitions relate to commercial regimes under the contract. The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to other contractors.</p>
88.	Clause 23.2 - the definition immediately following the definition of Change in Airport Law	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of various definitions.</p> <p>Six of the definitions relate to commercial regimes under the contract which have not been disclosed. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>One of the definitions relates to a commercial regime covering allocation of cost and responsibility for changes in laws and approvals under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
89.	Clause 23.2 - the definitions immediately following the definition of Claim	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of various definitions.</p> <p>One of the definitions relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>The remaining definitions relate to commercial regimes under the contract which has not been disclosed. The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to other contractors.</p>
90.	Clause 23.2 - the definitions immediately following the definition of Confidentiality Undertaking	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of various definitions.</p> <p>The definitions relate to a commercial regime under the contract which has not been disclosed. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
91.	Clause 23.2 - paragraph (a) of the definition of Construction Completion	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the manner in which the Contractor demonstrates that it has completed the works under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
92.	Clause 23.2 - the definitions immediately following	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed consists of various definitions.</p> <p>The definitions relate to commercial regimes under the contract which have not been disclosed. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	the definition of Control	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
93.	Clause 23.2 - the definition immediately following the definition of Date for Construction Completion	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
94.	Clause 23.2 - definition of Defect	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
95.	Clause 23.2 - definition of Direct Cost	<p>Section 32(1)(a) and paragraphs (a) and (b) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of various categories of cost to which the Contractor may be entitled under the contract.</p> <p>This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p>
96.	Clause 23.2 - the definition immediately following the definition of Excluded Scope	<p>Section 32(1)(a) and paragraphs (a) and (b) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of various categories of cost to which the Contractor may be entitled under the contract.</p> <p>This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p>



Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
97.	Clause 23.2 - definition of Gateway Project Deed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the date of execution of the Gateway Project Deed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal a commercial-in-confidence provision of the Gateway Project Deed.</p> <p>The date of the Gateway Project Deed is a commercial-in-confidence provisions because it would reveal details of Sydney Airport's financing arrangements, cost structure and base case financial model and place it at a substantial commercial disadvantage in relation to other airport operators and its contractors and suppliers. It is therefore covered by paragraphs (a), (b), (c) and (e) of the definition of commercial-in-confidence provision at Clause 1 of Schedule 4.</p>
98.	Clause 23.2 - the definition immediately following the definition of Gateway Project Operations Group	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to the allocation of responsibility for obtaining and complying with approvals under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
99.	Clause 23.2 - the definition immediately following the definition of Handback Condition	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the Contract.</p> <p>The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to other contractors.</p>
100.	Clause 23.2 - the definition immediately following the definition of Hold Point	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p>	<p>The information not disclosed is a definition relating to the Contractor's obligation to indemnify specific costs and risks under the contract.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	
101.	Clause 23.2 - the definition immediately following the definition of Insolvency Event	Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4). The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is a definition relating to the Contractor's obligation to indemnify specific costs and risks under the contract.  This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.
102.	Clause 23.2 - the definition immediately following the definition of Intellectual Property Right	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract that is not disclosed.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
103.	Clause 23.2 - the definition immediately following the definition of Joint Venture Agreement	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
104.	Clause 23.2 - the definition immediately following the definition of Law	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is a part of the definition relating to a commercial regime under the contract that is not disclosed.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
105.	Clause 23.2 - the definition immediately following the definition of Major Development Plan	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
106.	Clause 23.2 - the definition immediately following the definition of Management Review Group	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of definitions relating to commercial regimes under the contract that are not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
107.	Clause 23.2 - definition of Minimum Aboriginal Participation Spend	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is proportion of the contract sum that must be allocated under Aboriginal Participation Plan under the contract.</p> <p>The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
108.	Clause 23.2 - the definition immediately following the definition of NC Provisional Amounts	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
109.	Clause 23.2 - the definition immediately following the definition of NSW Guidelines	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
110.	Clause 23.2 - the definition immediately following the definition of Other Contractors' Activities	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of definitions relating to security for performance provided by the Contractor which is not disclosed.</p> <p>The disclosure of this information would disclose the parties' payment and security arrangements and would place them at a substantial commercial disadvantage in negotiations other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
111.	Clause 23.2 - the definitions immediately following the definition of Personal Information	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of various definitions.</p> <p>The definitions relate to commercial regimes under the contract which have not been disclosed. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
112.	Clause 23.2 - the definition immediately following the definition of Principal's Assistant Representative	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
113.	Clause 23.2 - definition of Principal's Representative's Statement	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the content of the definition of Principal's Representative's Statement that reveals the decisions of the Principal's Representative captured by this defined term. The masked information can be used to determine which decisions are subject to the specific regime for the review and dispute resolution that applies to this defined term.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
114.	Clause 23.2 - the definitions immediately following the definition of Proprietary Software	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of definitions relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
115.	Clause 23.2 - the definition immediately following the definition of Provisional Sum Work	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
116.	Clause 23.2 - the definitions immediately following the definition of QANTAS Catering Bridge	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of definitions relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
117.	Clause 23.2 - definition of Qualifying Change in Law	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
118.	Clause 23.2 - definition of Reserved Act	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a definition which reveals the full extent of the definition of "Act of Prevention", which in turn is a basis for relief and compensation for the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
119.	Clause 23.2 - the definition immediately following the definition of Road Transport Legislation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
120.	Clause 23.2 - the definitions immediately following the definition of Service Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of definitions relating to commercial regimes under the contract that are not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
121.	Clause 23.2 - the definition immediately following the definition of SOP Act	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of definitions relating to commercial regimes under the contract that are not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
122.	Clause 23.2 - the definition immediately following the definition of Sydney Airport	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
123.	Clause 23.2 - the definitions immediately following the definition of Sydney Airport Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of definitions relating to commercial regimes under the contract that are not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
124.	Clause 23.2 - definition of Third Party Interests	<p>Section 32(1)(d) and Items 1(e), 1(f) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the dates of various agreements between TfNSW and third parties relating to the Gateway project.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• in the case of third parties that are government agencies, it would reveal a detail of a deliberation or consultation between TfNSW and that third party in a manner that prejudices the deliberative processes of both TfNSW and the third party and would also prejudice the exercise of TfNSW and the third party's functions; and</li> <li>• in the case of third parties that are private sector entities, it would reveal details of the financing arrangements and cost structure of those third parties and place them at a substantial commercial disadvantage in relation to other contractors and in relation to their own contractors and suppliers. It is therefore covered by paragraphs (a), (b) and (e) of the definition of commercial-in-confidence provision at Clause 1 of Schedule 4.</li> </ul>
125.	Clause 23.2 - the definition immediately following the definition of TMC	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a definition relating to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
126.	Clause 23.2 - the definitions immediately following the definition of Transport Management Centre	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>This information not disclosed includes one definition that relates to the termination-for-convenience regime under the contract.</p> <p>The disclosure of this information would disclose a financial component of the contract that places the parties at a substantial commercial disadvantage in negotiations other contractors or with subcontractors and suppliers.</p>



Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			<p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>The remainder of the information not disclosed consists of definitions relating to commercial regimes under the contract that are not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
127.	Clause 23.2 - definition of Variation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>This information not disclosed consists of a component of the definition of Variation which, when read with other provisions of the contract, reveals the full extent of items for which the Contractor is entitled to cost relief under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
128.	Clause 23.2 - the definitions immediately following the definition of Variation Proposal Request	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of definitions relating to commercial regimes under the contract that are not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
129.	Clause 23.2 - definitions immediately following	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed consists of definitions relating to carve outs from the limitation of the Contractor's aggregate liability under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	the definition of WHS Obligations	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties	because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

## Schedule 1

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Schedule 1 - Item 2 - Construction Contract Sum	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the base price for a component of the work carried out by the Contractor under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
2.	Schedule 1 - Item 3 - Date for Construction Completion	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is the date by which the bulk of the Contractor's obligations must be completed under the contract.</p> <p>The disclosure of this information would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate</p>

		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
3.	Schedule 1 - Item 4 - Design Contract Sum	Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.  Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is the base price for a component of the work carried out by the Contractor under the contract.  The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.  TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
4.	Schedule 1 - Item 6 - Unfixed plant and materials for which progress claims may be made	Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed consists of the unfixed plant and materials for which the Contractor may claim payment.  The disclosure of this information would disclose elements of the Contractor's financing arrangements and cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.
5.	Schedule 1 - Item 7 - Parent Company Guarantor	Section 32(1)(a) and paragraph (a) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is the identity of the parent company responsible for providing a guarantee for each entity that comprises the Contractor.  The disclosure of this information would disclose the contractor's financing arrangements and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.
6.	Schedule 1 - Item 11 -	Section 32(1)(d) and Item 3(a) of the Table at Section 14.	The information not disclosed consists of the contact details of TfNSW's insurer.

	Principal Insurer	The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.
7.	Schedule 1 - Item 13 - Sunset Date	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a longstop date for commencement of the Contractor's obligations under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests.</p>
8.	Schedule 1 - Item 15 - Subcontractors	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of subcontractors that the Contractor is to engage for specified work packages under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>
9.	Schedule 1 - Item 16 - Aboriginal participation	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is dollar amount that must be allocated under Aboriginal Participation Plan under the contract.</p> <p>The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
10.	Schedule 1 - item 18 - Notice details for the	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the</p>	The information not disclosed is the name of TfNSW's representative under the contract.

	Principal's Representative	effective exercise by TfNSW of TfNSW's functions.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.
11.	Schedule 1 - Item 19 - Notice details for the Contractor	Section 32(1)(d) and Item 3(a) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.	The information not disclosed is the name of the Contractor's representative under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.
12.	Schedule 1 - Item 21A and Item 21B - Not disclosed	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties	The information not disclosed relates to a commercial regime under the contract that is not disclosed.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
13.	Schedule 1 - Item 23 - Motor vehicle/third party property insurance	Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is the minimum limit of cover required under the motor vehicle insurance policy to be obtained under the contract.  The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.
14.	Schedule 1 - Item 29 - Marine liability protection and indemnity insurance	Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is the minimum limit of cover required under the marine liability and marine protection indemnity insurance policy to be obtained under the contract.  The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.
15.	Schedule 1 - Item 31 - Not disclosed	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information not disclosed relates to a commercial regime under the contract that is not disclosed.

		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
16.	Schedule 1 - Item 34 - Cap on delay costs	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which the Contractor is entitled in particular circumstances under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
17.	Schedule 1 - Item 35 - Liquidated Damages	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which TfNSW is entitled for delays in the Contractor's work under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
18.	Schedule 1 - Item 36 - Liquidated Damages where Opening Completion	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which TfNSW is entitled for delays in the Contractor's work under the contract.</p>

	has been achieved	<p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
19.	Schedule 1 - Item 37(ee) - References to Scope of Works and Technical Criteria	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 2

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
20	Schedule 2 - D&C Payment Schedule	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed consists of the content of the D&amp;C Payment Schedule which sets out a detailed, itemised breakdown of the Project Contract Sum.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	

#### Schedule 4

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
21	Schedule 4 - Progress Claim	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of an example payment claim which provides a breakdown of the amounts to be claimed by the Contractor as part of the Project Contract Sum.</p> <p>The disclosure of this information would disclose the parties' payment arrangements and cost structure and would place them at a substantial commercial disadvantage in negotiations other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>



## Schedule 7

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 7 - Parent Company Guarantee	<p>Section 32(1)(a) and paragraph (a) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the content of the parent company guarantee provided by a parent company for each entity that comprises the Contractor.</p> <p>The disclosure of this information would disclose the contractor's financing arrangements and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

## Schedule 10

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 10 - Quality Manager's Certificate - Construction Completion/Final Completion; Clause (b)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the manner in which the Contractor demonstrates that it has completed the works under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

### Schedule 13

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 13 - Independent Verifier's Certificate - Payment Claim; Clause (b)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

### Schedule 14

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 14 - Independent Verifier's Certificate - Quality; Clause (g)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 14A

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 14A - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 15

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 15 - Independent Verifier's Certificate - Design Documentation; Clause (c)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the manner in which the Contractor demonstrates that it has completed a design package under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 16

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 16 - Independent Verifier's Certificate - Construction Completion; Clause (f)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the manner in which the Contractor demonstrates that it has completed the works under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 19

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 19 - Contractor's Personnel	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed consists of the names of each of the Contractor's key personnel under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>

## Schedule 20

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 20 - Contractor's Certificate - Design Documentation; Clause (a)(iv)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the manner in which the Contractor demonstrates that it has completed a design package under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 25

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 25 - Subcontractor's Certificate - Design Documentation; Clause (a); Clause (b)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the extent of a subcontractor's responsibility for design risks under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 28

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 28 - Environmental Documents; Allocation of responsibilities table	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of the allocation of responsibility for specific planning approval conditions between TfNSW and the Contractor.</p> <p>The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

## Schedule 30

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
22	Schedule 30 - Deed of Appointment of ER; Clause 6.1 - Limitation of liability; Attachment 3 Clause 6(a)(ii) and Clause 6(c)(iii); Attachment 4 Item 1, Item 2, Item 3	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another contract.</p>	<p>The information not disclosed consists of the followings types of dollar values under the proposed Deed of Appointment of Environmental Representative:</p> <ul style="list-style-type: none"> <li>• the limitation of liability;</li> <li>• the maximum value of disbursements that can be incurred without approval; and</li> <li>• limits of cover under insurance policies.</li> </ul> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>Disclosure of these details would also result in disclosure of commercial-in-confidence provisions of the Deed of Appointment of Environmental Representative once it is executed, because it would reveal details of the Environmental Representative's cost structure.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate</p>

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

### Schedule 33

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 33 - Designer's Deed of Covenant; Clause 3	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the extent of a subcontractor's responsibility for design risks under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

### Schedule 34

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 34 - Form of Warranty; Clause 1; Clause 2;	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the extent of a supplier or subcontractor's responsibility for particular work or items supplied pursuant to the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or</p>

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Clause 5 and Clause 6		financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

### Schedule 36

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
23	Schedule 36 - Insurance Schedule	<p>Section 32(1)(a) and paragraph (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of limits of cover required under insurance policies that the Contractor must take out under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

### Schedule 39

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
24	Schedule 39 - Dispute Avoidance Board Agreement; Attachment 2 DAB	<p>Section 32(1)(d) and Item 1(f) and 4(b) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed consists of the names of the first two members of the dispute avoidance board under the contract and the rates and prices they will charge for their services.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>



Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Members; Attachment 2 Item 1, Item 2, Item 3, Item 4, Item 5		<ul style="list-style-type: none"> <li>revealing the name of the dispute avoidance board members to the public would prejudice the effective exercise of TfNSW's functions; and</li> <li>disclosure of the rates and prices would result in disclosure of commercial-in-confidence provisions of the Dispute Avoidance Board Agreement once it is executed, because it would reveal details of the relevant members' pricing structure.</li> </ul>

## Schedule 42

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 42 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 43

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
25	Schedule 43 - D&C Deed	Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-	The information not disclosed consists of the scope, pricing and terms and conditions of pre agreed variations which may be exercised under the contract.

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Amendments due to Pre-Agreed Variations	<p>confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 1(f) and 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects; and</li> <li>• it would prejudice the effective exercise of TfNSW's functions.</li> </ul>

## Schedule 48

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
26	Schedule 48 - Solid Waste	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is a commercial regime covering the management of solid waste.</p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margin and would place the contractor at a substantial commercial disadvantage in relation to other contractors.</p>

## Schedule 49

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 49 - Builder's Side Deed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a separate deed to be executed by the Contractor which relates to the extent of the Contractor's design and construction responsibilities under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 50

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
27	Schedule 50 - Requirements of Third Party Agreements;	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the content of the schedule recording the allocation of responsibility for the requirements of third party agreements.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

### Schedule 53

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 53 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

### Schedule 58

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Schedule 58 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Schedule 59

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
28	Schedule 59 - Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

## Exhibits

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
29.	Exhibit G - Third Party Interests	<p>Section 32(1)(d) and Items 1(e), 1(f) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of the dates of various legal instruments that create rights over land affected by the Gateway project in favour of various third parties.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal elements of the financing arrangements and cost structure of those third parties and place them at a substantial commercial disadvantage in relation to other contractors and in relation to their own contractors and suppliers. It is therefore covered by paragraphs (a), (b) and (e) of the definition of commercial-in-confidence provision at Clause 1 of Schedule 4.</p>
30.	Exhibit R - Sydney Airport Service Works Land	<p>Section 32(1)(d) and items (d) of the Table to Section 14.</p>	<p>The information not disclosed relates to the regime for access to certain Sydney Airport Land.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would</p>

Item	Item (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	prejudice TfNSW, the Contractor's and Sydney Airport's legitimate business, commercial, professional or financial interests.