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

**Explanatory Table**

**Negotiated Connection Contract (Connection Establishment)**

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

In preparing this explanatory table, Sydney Metro has:

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

| **Item** | **Clause (and general description)** | **Information redacted** | **Reason(s) for redaction under GIPA Act** | **Public interest considerations** |
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|  | Parties | The information redacted is the contact details for each of the parties | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure*.*  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual. |
|  | Definition of "*Confidential Information*" | The information redacted is part of the definition.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to the definition of confidential information; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Consequential Loss*"Clause 1.1 (*Definitions*) | The information redacted is the entire definition.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Customer Installation*"Clause 1.1 (*Definitions*) | The information redacted is part of the definition.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to the Customer Installation; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Default Rate*"Clause 1.1 (*Definitions*) | The information redacted is a percentage figure | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the percentage figure per annum of the Default Rate of interest payable by either Sydney Metro or the contractor to the other party under the Supply Services Contract for late payment;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the fact that there is a Default Rate of interest. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Defect*"Clause 1.1 (*Definitions*) | The information redacted is the entire definition | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to certain project assets; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Endeavour*" Clause 1.1 (*Definitions*) | The information redacted is part of the definition.  | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements and insight into the structure of the contractor; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Force Majeure Event*"Clause 1.1 (*Definitions*) | The information redacted is the entire definition | *Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. *Section 32(1)(d), items 4(c) and 4(d) of the table in section 14*The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals details relating to the trigger of a Force Majeure Event; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.Review: This information would be reviewed for disclosure as events and circumstances change. |
|  | Definition of "*Network Lessee*" Clause 1.1 (*Definitions*) | The information redacted is part of the definition.  | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements and insight into the structure of the contractor; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Network Owner*"Clause 1.1 (*Definitions*) | The information redacted is part of the definition.  | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements and insight into the structure of the contractor; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*SM-WSA Contractor*"Clause 1.1 (*Definitions)* | The information redacted is the entire definition.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to subcontracting; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Stabling Facility*" Clause 1.1 (*Definitions*) | The information redacted is part of the definition. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to the Stabling Facility; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Supply Services*"Clause 1.1 (*Definitions*) | The information redacted is the entire definition.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to the delivery of electricity from Endeavour to the Connection Point. (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Definition of "*Sydney Metro – Western Sydney Airport*"Clause 1,1 (*Definitions*) | The information redacted is part of the definition. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to the project; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 4.4 (*Transfer of control or ownership of the Customer Installation*) | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame for which Endeavour must be notified of any transfer of control or ownership. (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the notification requirement regarding transfer of control or ownership. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 6.2 (*Issue and validity of Design Brief*)  | The information redacted is timeframes in the clause.  | *Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the parties negotiated positions in relation to the issue and validity of the Design Brief; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.Review: This information would be reviewed for disclosure as events and circumstances change. |
|  | 6.2.1(b) (*Issue and validity of Design Brief*) | The information redacted is part of the clause. | *Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the proposed scope of works for the Consumer Mains Installation Works; and (b) revealing the redacted information would disclose the contractor's technical and commercial arrangements and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of a design proposal. In light of the disclosure of this information there is an overriding public interest against the disclosure of the contractor's precise design proposal. **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 6.2.2 (*Issue and validity of Design Brief)* | The information redacted is part of the clause. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the parties negotiated positions in relation to payment terms; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 7.1 (*Customer to review Design Brief*)  | The information redacted is part of the clause. | *Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the parties negotiated positions in relation to the review of the Design Brief; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.Review: This information would be reviewed for disclosure as events and circumstances change. |
|  | 7.2 (*Preparation and approval of Draft Design*)  | The information redacted is part of the clause.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the parties negotiated positions in relation to the preparation and approval of the Draft Design, including payment terms and liability; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the review regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 7.4 (*Endeavour Certified Design*)  | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame for which the Endeavour Certified Design will remain valid;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the review regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 7.5.1 (*Commencement of the Consumer Mains Installation Works*) | The information redacted is the entire clause.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to the Consumer Mains Installation Works; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 8.1 (*Meetings)* | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame for which the parties must meet;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the meeting regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 8.3 (*Preparation of a Consumer Mains Installation Works Program*)  | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame for which the Endeavour Certified Design will remain valid;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the review regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 8.3.3 | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame for which Endeavour may give a notice in relation to its review of the Consumer Mains Installation Works Program;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the review regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 8.5 (*Inspection Hold Points and testing*)  | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame for which the Endeavour Certified Design will remain valid;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the review regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 8.6.1 (*Commissioning and Testing of Consumer Mains Installation Works*) | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame for which the Customer must give notice to Endeavour of Tests.;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the testing regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 8.6.2 (*Commissioning and Testing of Consumer Mains Installation Works*)  | The information redacted is the entire clause.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to completion of the Consumer Mains Installation Works and costs; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 9.1 (*Undertaking the Other Installation Works*)  | The information redacted is part of this clause.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to completion of the Consumer Mains Installation Works and costs; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 10.1 (*Endeavour Provided Works Program*) | The information redacted is part of the clause  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to completion of works; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 10.2 (*Construction and commissioning*)  | The information redacted is part of the clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to completion of works; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 10.2.3 (*Construction and commissioning)* | The information redacted is part of the clause.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to completion of works; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 10.3 (*Charges for Endeavour Chargeable Connection Works*)  | The information redacted is the entire clause.  | *Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the terms on which Sydney Metro is required to pay Endeavour for the Endeavour Chargeable Connection Works; (b) exposing the redacted information is expected to provide insight into the contractor's views on the likely price and risk associated with SMWSA. This would expose aspects of the contractor's cost structure and profit margin; and(c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 10.4 (*Title and risk*) | The information redacted is the entire clause | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to the transfer of title and risk in the works; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 11.2 (*Failure to agree*)  | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame for which the parties must agree the Operating Protocol before which the Operating Protocol is taken to arbitration;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of an arbitration provision for a failure to agree the Operating Protocol. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 14.1.3 (*Energisation following completion of works)* | The information redacted is a time period. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time limitations for the Metering Coordinator providing a NOMW;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of the energisation process. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 15.1 (*Performance of Ancillary Network Services)* | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the project specific arrangements negotiated between the parties in relation to the Ancillary Network Services; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 15.2 (*Payment of Ancillary Network Service Charges)* | The information redacted is the entire clause. | *Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the project specific arrangements negotiated between the parties in relation to payment for the Ancillary Network Services; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 16 (*Intellectual Property Rights)* | The information redacted is part of the clause.  | *Section 32(1)(a) and section 32(1)(d) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains information related to the grant of certain licences to use intellectual property;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) revealing the redacted information would also disclose the contractor's IP arrangements and would therefore reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 17.1.2 (*Endeavour to have right of access)* | The information redacted is a time period,  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time for notices to be given under the contract;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence an access procedure. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 17.2 (*Inspection of works and correction of Defects*)  | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time limitations for the contractor notifying Sydney Metro of Defects;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence a Defect rectification mechanism. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 18.2 (*Invoices for Ancillary Network Services)* | The information redacted is part of the clause.  | *Section 32(1)(a) and section 32(1)(d) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains information related to payment for the Ancillary Network Services; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 18.5 (*Payment*)  | The information redacted is the time period for payment of invoices.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)**Item 4 (b), (c) and (d) of the Table to section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains a masked figure which reveals the terms on which payments will be made by Sydney Metro to the contractor; (b) revealing the payment to the contractor upon closing out defects is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and(c) while there is a public interest in revealing payment terms, this consideration is outweighed by the concerns above.**Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | 18.7 (*Security*)  | The information redacted is part of the clause.  | *Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the project specific security arrangements negotiated between the parties; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 20 (*Insurance)* | The information redacted is part of the clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. |  Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information contains information relating to the insurances the parties are required to effect;(b) revealing the details of insurance would provide insight into the insurances required by the contractor or Sydney Metro; and(c) revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 21.4 (*Termination for extended Force Majeure Event*)  | The information redacted is certain timeframes. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the factors and timeframes to be taken into account by either party to terminate the contract; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 22.2 (*Performance Default – Cure Period*)  | The information redacted is part of the clause.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the factors and timeframes to be taken into account by either party to terminate the contract; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 22.3 (*Financial Default*)  | The information redacted is time periods.  | *Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the Cure Period after which a party may terminate the contract for a Financial Default;(b) the redacted information contains information relating to the contractor's views as to its capabilities together with information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing there are rights for the parties to terminate for a Financial Default. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise periods involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 22.4 (*Termination*)  | The information redacted is a time period.  | *Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains information relating to the types of events that could lead to termination of the contract;(b) the redacted information contains information relating to the contractor's views as to its capabilities together with information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing there are rights for the parties to terminate for a Financial Default. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise periods involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 23 (*Dispute resolution*) | The information redacted is time periods.  | *Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains information relating to the timing for the resolution of disputes; and(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature; and(d) the public interest has been served by revealing there is a dispute resolution mechanism. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise periods involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
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 | 24.2 (*Subcontracting and agency*)  | The information redacted is the entire clause. | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to subcontracting; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 24.4 (*Change of Control Notice)* | The information redacted is time periods.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frame giving notices in relation to a Change of Control;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the change of control regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.1 (*Risks accepted by the Customer*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.2 (*Indemnity by Customer*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.3 (*Operation of indemnities*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.4 (*No liability for Consequential Loss*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.5 (*Aggregate Liability for all Losses*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.6 (*Exclusions*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.7 (No Implied Terms) | The information redacted is the entire clause.  | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.8 (*No variation to statutory liability limitation under the NEL*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.9 (*Contribution to loss suffered*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 26.10 (*Liability for personal injury or death*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 27.2 (*Disclosures to personnel and advisers*) | The information redacted is part of the clause.  | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements and insight into the structure of the contractor; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | 28.3 (*Time of service*) | The information redacted is time periods.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time frames for giving notices;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the notice regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 29.6 (*Indemnities*)  | The information redacted is the entire clause. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to liability and indemnities; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 29.14 (*Expenses*) | The information redacted is the entire clause.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the parties liability for costs in relation to the transaction;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the notice regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 29.15 (*Stamp Duties*) | The information redacted is the entire clause.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the parties liability for certain costs in relation to the agreement;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the notice regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | 29.19.3 (*Transfer of functions or NSW Public Transport Assets)* | The information redacted is the entire clause.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the transfer mechanism. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 1, Item 1: Site  | The information redacted is a description of the Site. | *Section 32(1)(a) and section 32(1)(d) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the details of the Site; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 1, Item 3: Minimum Capacity  | The information redacted is the entire Item.  | *Section 32(1)(a) and section 32(1)(d) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the details of the Minimum Capacity; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 1, Item 4: Scheduled Endeavour Provided Works Commencement Date  | The information is redacted is a date. | *Section 32(1)(a) and section 32(1)(d) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the date for commencement of the Endeavour Provided Works;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; (c) revealing the redacted information would also disclose the contractor's programming arrangements and would therefore reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors; and(d) the public interest has been served by revealing the fact that there are Dates for commencement of works. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 1, Item 6: Scheduled Endeavour Provided Works Completion Dates  | The information is part of the clause. | *Section 32(1)(a) and section 32(1)(d) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the date for completion of the Regulated Asset Works and details of the scope of works;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; (c) revealing the redacted information would also disclose the contractor's programming arrangements and would therefore reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors; and(d) the public interest has been served by revealing the fact that there are Dates for commencement of works. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 1, Item 9: Representatives | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure*.*  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual. |
|  | Schedule 1, Item 10: Senior Manager | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure*.*  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual. |
|  | Schedule 1, Item 11: Addresses for notices | The information redacted is part of the clause. | *Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure*.*  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual. |
|  | Schedule 2 – Scope of Works | The information redacted is the entire Schedule | *Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4(d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the proposed scope of works for the Consumer Mains Installation Works, Regulated Asset Works and Endeavour Chargeable Connection Works; and (b) revealing the redacted information would disclose the contractor's technical and commercial arrangements and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of a design proposal. In light of the disclosure of this information there is an overriding public interest against the disclosure of the contractor's precise design proposal. **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 3 – Connection Point  | The information redacted is the diagram. | *Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)**Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to the contractors electricity network; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 4  | The information redacted is the entire Schedule. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at Section 1 of Schedule 4.*The disclosure of this information would provide visibility of the negotiated position reached between the parties and would place Endeavour at a substantial commercial disadvantage in relation to other contractors. *Section 32(1)(d), items 4(b) and 4(d)of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. |  Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information contains dollar words which relate to the categories of insurance that Sydney Metro is required to effect;(b) revealing the details of insurance would provide insight into the insurances required by the contractor. (c) the details of the insurance that the contractor requires Sydney Metro to effect may be taken as an indication of the risks levels involved when contracting with the contractor. This may have signalling prejudice the business, commercial and financial interests of the contractor; and(d) revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, clause 1 (*Form of Security*) | The information redacted is the certain text in the clause.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)**Item 4 (b), (c) and (d) of the Table to section 14*The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses the form of the Security which Sydney Metro must provide to the contractor;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of these security requirements. In light of this disclosure there is an overriding public interest against the disclosure of the timing.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, Clause 2 (*Security Amount*) | The information redacted is the certain text in the clause.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)**Item 4 (b), (c) and (d) of the Table to section 14*The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses the monetary amount of the Security which Sydney Metro must provide to the contractor and a time frame for additional security;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of these security requirements. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, clause 3 (*Changes to Security)* | The information redacted is a time frame.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)**Item 4 (b), (c) and (d) of the Table to section 14*The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses the timing requirements for changes to Security;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of these security requirements. In light of this disclosure there is an overriding public interest against the disclosure of the timing.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, Clause 4 (Drawings on Security) | The information redacted is part of the clause.  | *Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)**Item 4 (b), (c) and (d) of the Table to section 14*The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses the information in relation to drawing on the security;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of these security requirements. In light of this disclosure there is an overriding public interest against the disclosure of the timing.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5, Clause 5 (*Return of security*) | The information redacted is the entire clause. | *Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)* *Item 4 (b), (c) and (d) of the Table to section 14* The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the project specific security arrangements negotiated between the parties; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Execution page of the main body of the Connection Establishment Contract | The information redacted is the names and signatures of the signatories and witnesses.  | *Section 32(1)(d), item 3(a) of the table in section 14* The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures. Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.  |