

- (iii) being a company, an order is made or resolution is effectively passed for the winding-up of the Nominated Sub-Contractor (except for the purpose of reconstruction or amalgamation with the written consent of the Government, which consent shall not be unreasonably withheld);
- (iv) the Nominated Sub-Contractor is unable to pay its debt as and when they fall due, within the meaning of the Companies Act 1965; or
- (v) the Nominated Sub-Contractor is levied with any distress or execution against him and the same is not satisfied or discharged by the Contractor within thirty (30) days of such distress or execution proceedings,

then the Contractor shall have the right to forthwith terminate this Sub-Contract by giving notice to that effect.

### **32.5 Consequence of Termination**

- (a) In the event the termination of this Sub-Contract under clause 32(4) takes place, clause 32(3) shall apply.
- (b) Nothing in clause 32 or anything else in this Sub-Contract shall render the Contractor in any way liable for payments upon termination.

### **33.0 TERMINATION OF THE CONTRACTOR'S EMPLOYMENT UNDER THE MAIN CONTRACT.**

If for any reason the Contractor's employment under the Main Contract is terminated, then the employment of the Nominated Sub-Contractor under this Sub-Contract shall thereupon also be terminated.

### **34.0 PAYMENT TO NOMINATED SUB-CONTRACTOR**

Subject to clause 37 hereof, the amount certified as due to the Nominated Sub-Contractor in any Interim Certificate issued by the S.O. in accordance with the relevant provisions in the Main Contract shall within the period for honouring payment certificates stipulated in the Main Contract be paid by the Government direct to the Nominated Sub-Contractor.

PROVIDED THAT nothing in this clause or anything else contained in this Sub-Contract shall render the Government in any way liable to the Nominated Sub-Contractor.

### **35.0 DISPUTES AS TO PAYMENT**

If the Nominated Sub-Contractor is not satisfied with by the amount certified by the S.O. for payment or by his failure to certify, then subject to the Nominated Sub-Contractor giving to the Contractor such indemnity and security as the Contractor shall reasonably require, the Contractor shall allow the Nominated Sub-Contractor to use the Contractor's name and if necessary will join with the Nominated Sub-Contractor as claimant in any arbitration proceedings by the Nominated Sub-Contractor in respect of the said matters complained of by the Nominated Sub-Contractor.