



# Company sole discretion

What is the sole discretion of the company?

The Company's decisions regarding the Record Date, Distribution Date, and all terms of the Distribution, including the form, structure, and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof, are in the sole and absolute discretion of the Company. (Sole Discretion of Company)

What does sole discretion mean in a contract?

The phrases sole discretion, in its sole discretion or at its sole discretion are used in contracts to define the manner a party may decide certain aspects of the contract, exercise an option or make a decision and the legal consequences that will follow from the decision of one party. For example:

What is a sole discretion clause?

The sole discretion clause or the sole and absolute discretion clause is a contractual provision granting a party complete latitude in deciding on certain contractual elements or having the ability to make certain decisions or exercise certain rights. For example:

What is sole discretion and absolute discretion?

The terms "sole discretion" and "absolute discretion" with respect to any determination to be made a Party under this Agreement shall mean the sole and absolute discretion of such Party, without regard to any standard of reasonableness or other standard by which the determination of such Party might be challenged.

What is company discretion?

Company Discretion. The Subscriber understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, in whole or in part, notwithstanding prior receipt by the Subscriber of notice of acceptance of this subscription.

What is the difference between sole discretion and reasonable discretion?

The sole discretion rights involves a party making a decision primarily based on its own assessment and driven by its own evaluation of the circumstances. A reasonable discretion is when a party is given the right to exercise a discretion but "reasonable" in light of the factual circumstances for both parties.

Related to In its Sole Discretion. Sole Discretion As the term "sole discretion" is used in this Agreement, ----- unless otherwise defined, it will be interpreted as the exercise of reasonable discretion applying normal business practices to a contractual relationship between a company and its chairman and chief executive officer.. Discretion To the fullest extent permitted by law, ...

in general, can be two-pronged approach, its sole discretion.,? we may in our sole discretion change some or all of our services at any time. ? the acceptance of business shall be ...



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It is now clear that where a party has a contractual discretion, the Courts will imply a term into that contract requiring the relevant party to exercise its discretion in a way which is not irrational, capricious or arbitrary in a public law sense (ie similar to the Wednesbury unreasonableness threshold).

In the absence of such a standard there is nothing on which the covenant of good faith and fair dealing can operate to ensure that the affected party is not deprived of the fruits of the contract--i.e., the fruits of the contract are that the party holding the discretion can utilize that discretion in whatever manner it desires: "Where a ...

The factoring company will incorporate a sole discretion clause in the contract to ensure it has the right to buy or not buy any receivables from its client. Enforceability of Sole Discretion Clause. In numerous states, the sole discretion clause is essentially enforceable.

Parties need to be alive to the restrictions that it places on any discretion afforded to them under a contract. Given that there is, in our view, some uncertainty about what amounts to a contractual discretion, parties should assume that any contractual right to make an assessment or decision from a range of options will be subject to this duty.

I think the use of "in" here reflects that it falls within their discretion whereas "at" would mean that it is left to their discretion. I take the latter to mean that in ambiguity they make a judgment whereas the former means that they perhaps provide professional ...

Discretion of the Company. In connection with any Company Public Sale Event, subject to the provisions of this Agreement, the Company, in its sole discretion, shall determine whether (a) to proceed with, withdraw from or terminate such Company Public Sale Event, (b) to enter into a purchase agreement or underwriting agreement for such Company Public Sale Event, and (c) ...

cise sole discretion under the contract. ELBT Realty First, in ELBT Realty, the parties entered into a contract for the sale of a commercial building that permitted the purchaser to terminate the agreement in "its sole discretion" and for "any reason whatsoever." When the purchaser exercised its termination right

Companies often enter into contractual relationships that give them "sole" or "absolute" discretion to make strategic business decisions. But in many states a covenant of good faith and fair dealing is implied in every contract, and that prevents one party from engaging in conduct that would deny the other party the benefits of the contract.

Many things are said to be at the discretion of an employer. It is common to see phrases like "the Company shall, at its absolute discretion, be entitled to...." in employment contracts or policies. If these words appear, does this mean that the Company has carte blanche to do as it wishes? In the case

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If a contractual provision expressly limits or qualifies the way in which a party can exercise a right or perform its obligations (e.g. the requirement of (commercial) reasonableness or good faith), ...

The implied covenant cannot be extended to create obligations not contemplated in the contract. It is limited to assuring compliance with the express terms of the contract. That is particularly ...

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In *Abu Dhabi National Tanker Co v Product Star Shipping Ltd (The "Product Star")* [1993] 1 Lloyd's LR 397, the discretion in question was the master or owner's ability to refuse to proceed to any port which, in their discretion, was considered as dangerous. Leggatt LJ stated the following principle in relation to the exercise of a contractual discretion:

We sell fish and shellfish sourced exclusively from low impact fishers. They range from local, under-utilised species such as dab, flounder or lemon sole and dive-caught scallops to fish sourced from similarly-minded small-scale fishers overseas, with relationships formed through the Slow Food movement, such as sablefish (black cod) and albacore tuna.

Business discretion: IF: This Agreement commits a decision, determination, or action to a person's business discretion; THEN: That decision, determination, or action may be taken in the person's sole and unfettered discretion, for any lawful reason or no reason, with a mind solely to the person's own lawful interests and not those of any ...

Related to Sole and Absolute Discretion. Active NFFE means any NFFE that meets any of the following criteria: Gross beta particle activity means the total radioactivity due to beta particle emission as inferred from measurements on a dry sample.. Multiple disabilities means concomitant impairments, the combination of which causes such severe educational problems ...

Based on that vesting of sole discretion, the Chancery Court found that implied covenant did not exist in the context of a sale of the company because the implied covenant "operates only in that narrow band of cases where the contract as a whole speaks sufficiently to suggest an obligation and point to a result, but does not speak directly ...

All kinds of discretion. Employment documentation often gives an employer a discretion to make certain decisions. The classic example is the employer's right to determine the size of an employee's bonus. But contracts also give employers a ...

Reader Steven Sholk told me about this article on the phrase sole and absolute discretion that appeared last week in the New York Law Journal. It focuses on New York caselaw. Having written an article of my own on



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the implications of this phrase (available here), I was interested to see what the article had to say. But it doesn't provide much guidance to contract ...

**Annual Bonus.** For the Company's 2020 fiscal year, you will have the opportunity to earn a target annual cash bonus equal to forty percent (40%) of your annual base salary earned during the fiscal year, based on achieving performance objectives established by the Board or Committee, as applicable, in its sole discretion and payable upon achievement of those objectives as ...

At MSCD 3.168-.196 and in this article, I discuss why the phrase at its sole discretion and its variants are pernicious. That's because the unfettered discretion that it seems to suggest can fall foul of the implied duty of good faith. Peter A. Mahler (@PeterMahlerEsq) of the law firm Farrell Fritz offers in this post on his New York Business Divorce blog another ...

**Discretionary Performance Bonus.** Employer shall consider Executive for a bonus each year during the Term based on performance criteria established by the Board and/or the CEO and any other factors deemed by the Board to be appropriate. Bonuses shall be awarded, if at all, in the sole discretion of the Board, and nothing in this Agreement shall require the payment of a ...

gave the investment company "sole and absolute discretion" over investment decisions." Shatz, 180 A.D. at 609. *The First SERVING THE BENCH AND BAR SINCE 1888* Volume 264--No . 44 Tuesday, September 1, 2020 "Sole Discretion" Provisions, Implied Covenants and Fiduciary Duties

So, too, can an employer be denied the unfettered "sole discretion" to decide that a CEO's job duties from now on include cleaning the company's restrooms, even if the Board of Directors has the sole discretion to direct the CEO to take on new duties and responsibilities.

The defendants sought dismissal of the good faith and fair dealing claim on the ground that the corporation's operating agreement gave the investment company "sole and absolute discretion" over ...

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Chat online: <https://tawk.to/chat/667676879d7f358570d23f9d/1i0vbu11i?web=https://billyprim.eu>