



Company s sole discretion

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 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 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.

Should a party bargain for sole and absolute discretion?

Thus, if a party wants unfettered discretion over a specific decision, bargaining for "sole and absolute" discretion may not be enough; instead, the party should attempt to bargain for the right to exercise its sole and absolute discretion "for any reason or no reason at all." See *ELBT Realty v.*

Sole Discretion of Company. The Company shall, in its sole and absolute discretion, determine the Record Date, the 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. In addition and notwithstanding anything to the ...

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



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sole ...

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. ... a company that ...

SOLE DISCRETION ?? | ??????????? ... Staff travel has always been a noncontractual benefit granted at the sole discretion of the company. Times, Sunday Times (2009) Retail pricing is at the sole discretion of the retailer and the final price the consumer pays for our products is set by individual retailers.

SOLE DISCRETION meaning | Definition, pronunciation, translations and examples in American English. TRANSLATOR. LANGUAGE. GAMES. SCHOOLS. BLOG. RESOURCES. More Staff travel has always been a noncontractual benefit granted at the sole discretion of the company. Times, Sunday Times (2009)

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).

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 ...

Endnotes (? returns to text). See *Braganza v. BP Shipping Ltd*, [2015] UKSC 17, at para. 27, quoting *British Telecommunications Plc v. Telefónica O2 UK Ltd*, [2014] UKSC 42, at para. 37; see also Alistair Calvert, Jameela Bond & Madalena M. Houlihan, *Good Faith in English Contract Law*, *National Law Review*, Vol. XII, No. 235, March 1, 2022, available here.?

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 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 ...

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:

Managers of Delaware limited liability companies should take note that "sole discretion," without further language, does not necessarily mean unfettered discretion. The courts therefore might scrutinize a sale process



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that does not maximize the sale price even in the absence of fiduciary duties, albeit at some level short of the enhanced ...

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.

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.

Discretionary Bonus. Following the end of each fiscal year and subject to the approval of the Company's Board of Directors or a committee of the Board of Directors (the "Board"), you may be eligible for a retention and performance bonus, based on your performance and the Company's performance during the applicable fiscal year, as determined by the Company in its sole ...

Good Faith; Discretion. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever in this Agreement the General Partner is permitted or required to make a decision (a) in its "sole discretion" or "discretion," the General Partner shall ...

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 ...

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

Company's Discretion. Employee understands and agrees that Company or its designee will determine, in its sole and absolute discretion, whether and to what extent applications will be filed for patents on any Invention which is the exclusive property of the Company and whether any such application will be abandoned prior to issuance of a patent.

What does termination "at the company's sole discretion" mean in a contract? I was reviewing the contract for an internship that I'm considering resigning from. In the termination section, it just says that my internship can be terminated at any time "at the company's sole discretion". Does that mean that only the company can terminate the ...



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client shall provide and maintain margin in such amounts and in such forms as cms, in its sole discretion, may require. In event of death, the company has the sole discretion to cremate or send the body intact back to china.

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 ...

Discretion of the Company. All of the foregoing Services shall be conducted subject to the Company's right to determine at any time and for any reason whatsoever to commence, cease or modify any Financing, Acquisition or Disposition activity. Notwithstanding the following provisions regarding BPIA's compensation, the Company shall retain sole and absolute discretion as to ...

A party's express right to exercise "sole discretion" in exercising a contractual right would appear, on its face, to insulate that party from liability for any and all exercises of that discretion.

Discretionary Bonus. In addition to the Annual Bonus, Executive may be eligible to receive additional short- and long-term incentive cash bonus awards in the sole discretion of the Board or the Compensation Committee (each a "Discretionary Bonus" and, together with the Annual Bonus, "Bonuses"). The frequency, amount, terms and conditions of any Discretionary Bonus shall be ...

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 ...

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. 5.

in the sole discretion, If such failure continues uncured for a period of thirty (30) calendar days after receipt of written notice of such failure, then such Limited Partner shall be considered in default and may, in the sole discretion of the General ...

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

Service Sector Product Professional Company Office Professionals; Insights. Insight by area of expertise ... A



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conditional contract containing an absolute discretion for the buyer to decide whether a condition in planning permission is onerous does not necessarily mean that the buyer, effectively, has the power to pull out of the acquisition on ...

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