

Legal and Business Analysis of Acme Fireworks

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Introduction

The starting of the business involves several risks and constraints, which are based on the owner who took the initiative. Acme Firework, which was started two years ago and consists of 15 employees, has survived the starting hurdles and is now taking initiatives for further growth by joining big corporations. The nature of the business of Acme Fireworks involves those commodities that need to be protected by the law because dangerous materials are being made by them. The manager is responsible for not just the worker's security of life but is also involved with the next step of initiatives, and those are contracts. Expansion and contracts are being considered here from the perspective of several laws concerning legal contracts and employee safety regulations. Further discussion is based on the analysis according to the laws.

Discussion

The dealing among the corporations are related to the expansion of business, it is important to understand the complexities of the clauses involving such legal contracts. There are two of the most considerable and statant laws that have used by the bosses for the contracts are UnifoCodeommercialCommon Law; common laws share them sharing such,h complexities that s and clauses are und by discussion of Acme Firework before pursuing to conduct business with big corporations. The difference between the two laws makes it a big deal to know which contract is being used and the law that is being involved in it. The falling of contracts, whether UCC or common law, makes it important to look at which will provide the full fill of requirements. The dispute, which is inevitable, leaves a deep impact if the law wasn't considered beforehand. The breach of the contract involves all the damages and discharge of the contract, which will be collected by the organization. In order to understand the breach, understanding the position of both businesses is also required (Griffith & Zhao, 2015).

The two governing bodies of the law make the contract different from each other, and before understanding can be gained, it is also important to know the types of contracts under both laws. The sales of goods and securities come under the UCC, whereas real estate, intangible assets, insurance, and employment come under the common law. The other type of contract involves both service delivery and goods sale and purchase, and the dominant clause controls the contract regulations. Also, the countries are involved when it comes to the UCC because every country practices this law

differently. No, it's the duty of the manager of Acme Fireworks to determine whether the contract is being formed under the common law of the Uniformed Commercial Code UCC. While going through all the requirements and clauses of both laws, the UCC is fulfilling the requirements of a contract between Acme Firework and the other big businesses that forwarded the request to form the contract in order to provide the services in the deliverance of goods on a regular basis. The reason behind the selection of UCC is because it relates to the Acme firework nature of business, whereas the contract law will be assessed when it comes to the expansion of business in accordance with further hiring of employees (Lader, 1996).

The second part of the requirement, which is here fulfilled after the manager informed the owner to create the contract while considering all the essential elements of enforceable contracts, will be further discussed in order to understand what points are being considered the most by the manager and the owner (Martin, Marks & Barnes, 2016).

The legally enforceable contract includes five considerable requirements as follows:

- **An offer**

The expression of willingness, which was shown by the other big businesses, is considered to be an offer defined by the law. The first part is the bug business, which extends the offer by considering certain terms to another party, which is second, and here is the Acme firework will serve the second party role in the contract. The contract will only be made when Acme Fireworks accepts the offer from the big business with whom they have already done business. The nature of the offer is different because it can be by e-mail or letter, or sometimes, the behavior of interest shows that the offer is being made here. The interest which was shown by the big businesses is also considered to be the offer to Acme Fireworks.

- **Acceptance**

The second part in the enforceable contract consists of acceptance from the second party, Firework, Acme Firework, and the requirement is acceptance. Now, there are further parties involved in the acceptance requirement. Acceptance is the final consent expression, which is shown by the Acme firework to work further with the big business. They involve an ed party, which means an ear. The liar mentioned is the man showing consent in the form of acceptance because the authority is being given to the manager by the owner. The job of the manager here is to offer the requirements of the Acme firework in the form of an acceptance letter. The requirement that will be changed makes the offer of the first party invalid, and the second party will offer an offer again. These requirements in this part will be beneficial for both to clear all the clauses which they wanted to add so that the

impeachment of the contract could be avoided in the future.

- **Competent Parties**

The other significant requirement is that it is considered to be legally enforced, and the e-contract is competent of both the parties, Fireworks Acme Firework, and the big business that forwarded the offer. This part is not applied to Acme Firework because it is a legally registered sole proprietorship company. The third part that should be considered is whether the manager is authorized to accept the offer or not.

- **Lawful Subject Matter**

This requirement is also being fulfilled by Acme Fireworks because they are legally authorized businesses that are motivated enough to extend the business further and not sell or buy illegal products. The law of matters here should be considered because the condition of the country can change the law of producing fireworks, which will influence business and nullify the contract.

- **Mutual Obligation**

The requirement involves both parties; the first is Acme Firework, and the second one is the big business, which is forwarded there. Both the pre-involved parties are involved in the process of formation of the contract and have the same intention while creating the contract. If one party breaches the contract, then that party will be accountable to the court. The mutual agreement between both parties is important and crucial for the formation of the contract.

The potential liability is attributed to Acme Fireworks because the nature of the business and the products they are producing pose a threat to the lives of not just the employees but the consumption of consumers. There are several rules and regulations which should be followed in order to provide security measures to the spectators. The first measure, which is considered to be the most important one, is using the legally provided material in the production of fireworks goods. The types of fireworks that are available and can be used are legally provided and illegal. One has a permit from the government, and the other does not have the permit. According to UCC law, Acme fireworks consider the regulation which is defined by this law as the use of material under the limit of 36 inches; the noisemakers, snakes, cones foundations, and others including this defined material, which do not have the explosion of the amount that minimizes the threat. The government has provided the permits for specific kinds of fireworks and the material used in producing those fireworks, which is

being followed by the Acme Fireworks.

For precautionary measures, Acme should collaborate with the organization that deals with risk management and provide medical assistance if anyone is injured by the fireworks. The firm should be created and designed in a way that will state the incident details so that the reason behind the accident can be assessed. The other most important task that should be done by the organization is to provide training to the workers who perform fireworks. Acme mostly deals with the services that different organizations hire to perform fireworks for the events organized by those organizations. The training should be proper and advanced in accordance with the nature of work and involve protection for both the workers and the viewers of the fireworks. The contract that is being made to big businesses should also state such clauses so that the liability of the potential nature could be avoided (Rauterberg, 2015).

Acme Fireworks is considering expanding the business as big contracts are being formed, which will eventually demand an increase in services and the sale of goods. There are several kinds of employment opportunities that Acme can offer, and it is looking into under the law of agency. Agency law is considered to be the area that comes under commercial law. It deals with the employment types and the contracts that are being formed between the organization and the employees. The person who will work for the organization is known as the agent, and the organization offering employment is known as the principal. The legal relationship gives both of them these names, and the third party, which is the government, protects this contract of employment between agent and principal by acting as the third party. The principal is the one who controls the agent according to the requirement of the organization or works on behalf of the principal as required by the organization. The law gives equal opportunity to both in accordance with their rights and responsibilities (Sakurai et al., 2014). The further division of the relationship between principal and agent is as follows:

- Principal and agent: Only these two are involved in this relationship.
- Agent and the involvement of a third party refers to the working of the agent on behalf of the principal.

As Acme Fireworks is considering expanding the business by hiring more employees, they should consider the types of employment. Following are some of the most significant types:

- Full-time employment: This type of employment involves the contract between the principal and the agent, which deals with a fixed time for the work, and the time includes 40 hours per week. The schedule is defined for these types of employees, and it's a long-term schedule. An example of a full-time employment employee in Acme is the manager, who was assigned a task to look for business legal matters.

The advantage of full-time employment is the certainty of the work being done by an employee, and employees who are working full-time tend to be more loyal than other types of employees. The organization can invest in their training and development because they will spend longer time compared to others. The more time these types of employees spend, the more they will feel valued,

which will enhance their productivity and creativity.

The disadvantage of full-time employment is that the new skills and talents that are increasing in the market will not reach the organization because there are no vacant positions. The other disadvantage is that the full-time employed person has proven to be costly because of the paid leaves and insurance provided to these employees.

- Part-time employees: The type of employment which only works a certain amount of work during the year, which is approximately 1000 hours per 12 months. They work on the target, and they only serve the organization for a certain amount of period. The part-time employees mostly do short-term projects.

The advantage of this type of employment is that the policy being made on staffing and hiring purposes serves the purpose of an efficient supply of workers from time to time. Their enthusiasm will be high because of the short deadline for their work.

The disadvantage of this type of employment is the uncertainty of the employee's presence in the organization, and they will be less loyal to the organization.

Conclusions

Acme Fireworks should consider expanding the business beyond the sole proprietorship because they now have big contracts from different organizations that have shown satisfaction with their services. The expansion of the business will help them to provide the ability to supply goods and services uninterrupted. The number of employees who are increasing will need to have benefits and salary packages. To provide such benefits, they will have to expand the business to increase their income and profit. The nature of the business of Acme Fireworks involves those commodities that need to be protected by the law because dangerous materials are being made by them. The manager is responsible for not just the worker's security of life but is also involved with the next step of initiatives, and those are contracts. The potential liability is attributed to Acme Fireworks because the nature of the business and the products they are producing pose a threat to the lives of not just the employees but the consumption of consumers. For this purpose, they will need a risk management department, which can only be achieved through the expansion of the business. Acme Fireworks are considering expanding the business as big contracts are being formed, which will eventually demand an increase in services and the sale of goods. They should consider hiring full-time workers because when the expansion process started, the business needed loyal employees who could devote fully and participate with effort. These recommendations to Acme will help them grow in every way. The first one will be to change the sole proprietorship to expansion, establish their risk management department to avoid accidents, provide facilities to injured people, and deal with incidents that can be a threat to the business reputation, and the last one will be hiring full-time employees which will help them grow throughout the process.

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