



PRE-WORK ASSIGNMENT

During the *Win-Win Negotiations* training seminar, you will learn and master skills and techniques designed to give you a competitive advantage when recognizing and handling manipulative tactics. These techniques will apply to both one-on-one and team negotiations.

This Pre-Work reading assignment will help you prepare for the workshop. Familiarize yourself with the tactics described below so that you will be better prepared when you attend the upcoming workshop. You do not need to bring this document to the seminar.

If you have any questions, please e-mail Nancy.Nguyen@BakerCommunications.com or call 713-627-7700.



NEUTRALIZING MANIPULATIVE TACTICS

Sometimes you will run across a negotiator who doesn't believe in (or doesn't understand) the principled negotiation process. Often these individuals will use a variety of tactics in an adversarial fashion to get the most for themselves, without regard for the long-term effects on the business relationship. Tactics are used to throw you off balance in an effort to gain an advantage in the negotiation.

Whenever you identify a tactic being used against you, mention it to the other party in a non-threatening way. Do not attack or accuse the other negotiator. This will only escalate the problem. Bringing up the issue in a non-threatening manner can reveal whether the other party actually intended to use a tactic, or if there is a genuine problem, mistake or misunderstanding.

Once you raise the issue of tactics and bring them out in the open, the other party will usually stop using them. Refocus the negotiation on the four principles of principled negotiations (as discussed in Section 3), which will help you reach a more favorable agreement for both sides. Most importantly, remember to stay focused on the interests, and do not become inflexible in your positioning.

Before you can respond to tactics, you must be able to identify them. This section will give you a thorough understanding of the most commonly used tactics so you can neutralize them and keep the negotiation on the principled track.



BLANKETING

“Blanketing” is generalizing, saying that “everyone’s doing it.” Kids are often experts at this tactic. However, it also appears frequently in business, often in conjunction with Association. The objective of the tactic is to create credibility and weaken the other side’s position.

Example:

“How can I continue to buy from you? Everyone else is lowering their prices.”

To Neutralize:

- Use objective criteria to determine just what the correct (fair) provisions of your agreement should be. For example, use industry standards, rate of inflation, or standard profit margin.
- Also, ask questions to find out what the competition is offering, or what deals have been drawn up with other clients.

Your response might be:

“What standard have the other companies used that allowed them to lower their price?”

“What product have the other companies offered you, and what terms are they willing to give to you?”

“Is price your only buying criteria?”

“Who is ‘everyone’?”

Here are some examples of this tactic in use:

Superior/Subordinate

“Bob, why can’t you get your reports in on time? Everyone else always does.”

“Joan, every division, with the exception of ours, is running smoothly. Why?”

Father/Daughter

“Sally, the daughters of all my friends plan on the Ivy League. Why are you the only one going to a state university?”

Husband/Wife

“You’re the only husband in this neighborhood who doesn’t mow the lawn each week. We are going to hear from the Civic Association about Deed Restrictions.”



FLINCH

A “Flinch” is just what it sounds like; the other party recoils, physically or verbally (or both), when you mention provisions of an agreement with which they do not agree. It’s often a conscious, preplanned emotional tactic designed to lower the other party’s aspirations by sending a strong “not okay” message. It can also be a body-language version of the Bogey; the other party will tell you that they like the product, but can’t handle the price. Very often, in an effort to be helpful and in response to this manipulative tactic, you may be tempted to give a concession, or give the other party crucial additional information.

Example:

A subordinate thought he had a week to put together a proposal for a client. His manager walks into his office, and tells him that she needs the proposal by tomorrow. The subordinate pulls away from the desk, exclaiming, “*Tomorrow?!*” (Flinch!)

To Neutralize:

- Explore underlying interests.
- Identify the Flinch verbally in order to deal with it.

Your response to this tactic might be:

“Pat, you seem alarmed or surprised over the new deadline for the Maranetti proposal.”

Here are some examples of this tactic in use:

Superior/Subordinate

Boss flinches: “You want your vacation *when?* You’ve got to be kidding!”

Buyer/Seller

Buyer flinches: “This project has overrun costs of *how much?*”

Son/Father

Dad flinches: “You want to drop football and take BALLETT? Sit down.”

Mother/Daughter

“Mom, I figure my prom should only run you about \$1,000. Isn’t that great?”

Mom flinches: “Your prom dress is going to cost *what?*”



MISSING PERSON

The “Missing Person” tactic occurs when the other party insists that another person needs to be consulted on the deal, but that they aren’t available or wouldn’t accept something you’re suggesting. They say someone else needs to be involved, generally someone who was never present at the meeting, or left earlier in a Withdrawal; often this someone is the person who has the Authority to finalize things.

The advantage of using the Missing Person tactic is much like the Good Guy/Bad Guy tactic: the other party can maintain their image as the agreeable “good guy,” sympathizing with you and maintaining friendly relations. They can use the Missing Person to avoid issues they don’t wish to discuss or to avoid making a decision.

Example:

“I can’t discuss delivery times right now, because our scheduling manager is out for the rest of the week.”

To Neutralize:

- Prior to negotiating, attempt to find out who makes final decisions regarding delivery times, price, payment terms, etc.
- Ask to set up a meeting with the person if the other party attempts to use this tactic.

Your response to this tactic might be:

“Can you help me set up an appointment with your scheduling manager so that I can discuss the delivery times?”

“Is there someone else who has authority to discuss delivery times?”

Here are some examples of this tactic in use:

Superior/Subordinate

“Andy, I realize you’re eager to know the status of your promotion request, but we haven’t heard back from headquarters yet. I can’t move on the promotion until I have authorization, but I’ll let you know when I hear something.”

Buyer/Seller

“This proposal looks great, Sandy, but the Finance Department has to give approval on these figures before we can finalize. I’ll talk to my sales manager and see if we can work something out.”



Husband/Wife

“Honey, I would love to get away for a couple of days to ourselves, but you know my boss is coming back to town, and I don’t know what he has scheduled for my department. It’s out of my hands.”

Mother/Daughter

“Maggie, this is a lot of money for school clothes. I’m going to have to check with your dad about this.”

NIBBLING

When the other party “Nibbles,” they ask for small concessions, taking just a little bit at a time. Most Nibbling takes place at the end of the negotiation, when everyone is ready to settle. The idea is that since the deal is 99% done, you might as well ask for 1% more. Chester Karass, author of *Give and Take, Etc.*, says, “If you can’t get a dinner, get a sandwich.”

Example:

“Oh, by the way, you’ll pay the demurrage on the last rail car, won’t you?”

Some Nibbling even takes place after the negotiation is over. For example:

The buyer has contracted for 100 cases of product. However, shipments usually go out in pallets of 12 cases each. Rather than ship 96 cases or break a pallet, the other party ships 108 cases.

You ordered 100 cases of product and received 108. You go ahead and pay for the extra cases, because it’s too much trouble to send them back, and you’ll use them sooner or later.

To Neutralize:

- Let the other party know what the consequences are of adding an additional concession, and let them know that you believed your agreement was complete.
- Find out why they are asking for more concessions.
- Always verify all necessary provisions of an agreement in writing; even if it’s just a handwritten note, get it down and be sure both parties initial it.



Your response to this tactic might be:

“Help me to understand why you would like for us to pay for the demurrage on the last rail car for you.”

“If you’ll purchase an additional rail car, then we will pay the demurrage on the last rail car.”

Here are some examples of this tactic in use:

Superior/Subordinate

“Welcome to the Company, John. By the way, I’m sure you won’t mind coming in a little early on Tuesdays and Fridays, will you? And, of course, we’re all expected to help out some on weekends when we’re in a crunch. You’re not expecting overtime pay, right?”

Buyer/Seller

“I really want that particular car. Since I don’t need the sunroof, I’m sure you won’t charge for it. Oh, and you won’t mind delivering it to my house across town, will you? While you’re at it, since the car has been on the lot for so long, could you throw in a wax job?”

Mother/Daughter

“Mom, thanks for the beautiful dress! Of course, I’ll have to get shoes dyed to match, and an evening wrap. And I can’t use that old purse of mine. O.K.?”

MORAL APPEAL

This tactic is supposed to remind you that the goal of the negotiation is mutual satisfaction. It appeals to our sense of fairness. It includes any statement whose purpose is to get you on the other party’s side.

Example:

“Let’s be fair. You can’t expect a firm price with the problems in the current economy.”

“If I cut my price any further, the company doesn’t make anything on this deal, and my boss will be all over me. Can you help me out a little?”
(Combination of Moral Appeal and Missing Person)





“Let’s just be fair and split the difference.” (Usually used when the difference is actually in their favor.)

To Neutralize:

- Explain to the other party that the terms you have agreed to together are in each other’s best interests.
- Ask probing questions to find out more. What is their underlying motivation?

Your response to this tactic might be:

“What are the interests behind the payment terms you are looking for?”

“What exactly would happen if we were to consider reducing the price?”

Here are some examples of this tactic in use:

Superior/Subordinate

“To be honest, Sam, we’re having to renegotiate salaries and bonuses for everyone this year. If the company goes under, we are all out of jobs, and we’re trying not to let anyone go.”

Buyer/Seller

“You know I’d reduce the price if I could; you’re a good customer, Mr. Jones. But I’ve got my people to pay and expenses to meet. Perhaps we could work out more favorable payment terms, instead of reducing the price. Will that work for you?”

Mother/Daughter

“Jane, Grandma will be so disappointed if we don’t visit. She really loves you, you know. Couldn’t you make it just for the weekend? She’d be so happy to see you, and I don’t think spending a couple of days with your grandmother is too much to ask.”

Father/Son

“John, if I buy you the most expensive bike in the store, there won’t be money left to get your mother a birthday present. Let’s take a look at this beauty over here instead, okay?”





LIMITS

“Limits” can be almost anything that will provide leverage, such as time, money, personnel, warehouse space, production capacity, etc. This is sometimes referred to as the “Empty Cupboard” tactic. It says, “that’s all we’ve got,” and it’s a favorite ploy of purchasing agents.

One of the most interesting and powerful uses of Limits occurs when the other party explains up front that certain terms are not negotiable because of moral values. You may prefer to compromise rather than confront a value judgment.

Example:

“I like your product better than Brand X, but I only have \$10,000 to spend on it.” (Wow; Limits, plus Competition, plus a Bogey!)

To neutralize:

- Refocus the negotiation on shared interests.
- Get behind the stated limits to find out what the other party truly needs, and expand the “size of the pie.”

Your response to this tactic might be:

“I understand that you like our product better than Brand X. What is it you like better? Could you help me understand your limitation of \$10,000, and what interests are behind your requirements?”

Here are some examples of this tactic in use:

Superior/Subordinate

“I realize you would like a larger office, Joe, but look around. We’re all pressed for space, and you do have one of the larger offices already.”

Buyer/Seller

“That’s a great new line of appliances you’ve shown me, but you know my budgetary and showcase limits. The Sunshine and Broadex lines I carry are really selling like hotcakes, and that’s all I have room for.”

Husband/Wife

“I know you want me to repaint the bedrooms and make repairs to the house, but I’m already working 10-hour days and coaching Little League, and I promised the kids a campout. We could hire someone to do the work, or we can put it off. There’s only so much I can do.”





Mother/Daughter

“Look, Jennie, I understand you want to go to dinner and a movie with your friends tonight. I wish I could help you out and give you more money, but I only have twenty dollars in my purse.”

COMPETITION

“Competition” is a powerful tactic. When people are clamoring for the other party’s product, they can charge a more competitive price. When people are clamoring to sell to you, you can generally pay a lower price.

The other party can create a sense of competition by saying, “We’ll have to send this out for bids.” They can also create it by talking about previous or current relationships with other companies.

Example:

“I like your product, but Acme down the street sells almost the same thing for \$100 less. Can you help me out?” (Competition with a Moral Appeal.)

To Neutralize:

- Ask questions to find out as much information as possible about what the competition is offering. Is the product the same? Is it of the same quality? What are the payment terms? Are they adding charges for delivery or packaging?

Your response to this tactic might be:

“What is Acme’s product like, and can you tell me what terms they offered you?”

Here are some examples of this tactic in use:

Superior/Subordinate

“Look, Smith, teams A and B have come up with some pretty innovative proposals to solve our inventory problem. You’re in charge of team C, and I’d like to be able to carry three excellent ideas to the board meeting.”

Buyer/Seller

“That’s an interesting contract you’re asking me to sign, but the Bright Company offers a wider variety and free delivery. I don’t know if I can pass that up, even though I’m impressed with what you’ve shown me.”





Husband/Wife

“What a great hostess Mary is! That party really impressed the boss. The food, the wine, the music, the whole ambiance she created was just wonderful. I know I’ll be proud when it’s our turn to entertain.”

TAKE IT OR LEAVE IT

The “Take It Or Leave It” tactic is a high-risk affair, designed to discourage additional negotiation. It’s a fixed offer, and the implication is that if you don’t take it, the other party will walk out and end the meeting.

If the other party really intends to walk if their offer isn’t accepted, they usually frame the offer with a logical explanation so that it doesn’t seem arbitrary. “Take It or Leave It” is inherently hostile, and if they want to be taken seriously, they will usually try to mitigate hostility as much as possible.

Example:

“To get that price, you must guarantee a volume of 200,000 gallons. I’m sorry... I’d like to do business with you, but we just can’t justify the business on a smaller volume. That’s my final offer.”

To Neutralize:

- Listen carefully for the presence of loopholes.
- Find out if they are really giving you a firm final offer or if they are using a tactic on you. Ask questions to test its validity.
- You can also ignore the tactic and act as if it were never used.

Your response to this tactic might be:

“Can you help me understand why we must guarantee a volume of 200,000 gallons?”

“Are you really willing to cancel this order because we can’t guarantee a volume that large?”





Here are some examples of this tactic in use:

Subordinate/Superior

“Mr. Sacks, I was promised a promotion after six months. I know we’re downsizing, but I’ve been here a year without any promotion. I’ll have to start updating my resume if we can’t come to terms.”

Buyer/Seller

“It’s now or never, Mrs. Sandusky. If you want to be the sole provider of our product in this new East European market, you’ll have to sign today. I have a contract in my briefcase that the Zvesper Corporation wants very badly.”

Father/Son

“This is the best car I can afford to get you right now. It’s this or walking.”

Mother/Daughter

“Jennie, for the last time, we can either plan a small but lovely traditional wedding for what I can afford, or perhaps you’d rather elope. I simply can’t go over \$5,000, and that’s that. What’s your decision?”

ASSOCIATION

Many of the most successful salespeople will use this tactic at the beginning of a sales call or a negotiation to enhance their credibility. Also known as “name dropping,” this tactic is a popular way of increasing the other party’s power in a negotiation. It can be blatant or subtle. It is most effective when true; it can be very manipulative when untrue.

Example:

“We’ve been selling surfactants to many of the industry leaders: Colgate, Proctor & Gamble, and Lever Brothers.”

“This project reminds me of one I did for B.F. Goodrich.”

To Neutralize:

- Ask the other party probing questions to find out what they did for the other companies. What terms did they agree to? How large was their order? Get as many details as possible.



Your response to this tactic might be:

“What kind of a deal did you work out with them?”

“Tell me more about the project with B.F. Goodrich.”

Here are some examples of this tactic in use:

Superior/Subordinate

“Mayor Lawrence, the mayors of Waltham and Bridgeport are using plans similar to the one I’ve proposed. Even Governor Baker is planning to implement this type of financial plan.”

Buyer/Seller

“Did you read in the *Wall Street Journal* about the success Petro Company is having with our product? Even Gas, Inc. is amazed at the increase in productivity they’ve realized with our help.”

Husband/Wife

“John, we’ve simply got to have a larger, more impressive home. Your boss lives in Tri-Oaks, and Sally and Betty both have lovely homes they have recently purchased. You work with their husbands; you can’t have less.”

Mother/Daughter

“*Everyone* is going on this ski trip, Mother; the class president, the leader of our Bible study, and the entire student council. Principal Thornton will be leading the parent chaperones.”

LEGITIMACY

“Legitimacy” is using evidence or the power of the printed word to prove and back up claims. Examples include any form of the printed word (news articles, contracts), lab tests, testimonials, “expert opinions,” and so on.

The printed word is an especially strong source of power. Since we have all spent years in our professional careers being tested on our ability to remember and adhere to the printed word, we tend to take it as authoritative, and do not question it.

Use of this tactic helps take the discussion from the subjective to the objective, removing emotional complications by shifting the burden of proof to another source.



Example:

“Look, our company policy is stated here in very simple terms. It simply will not allow us to accept that offer.”

“Here is the graph from the lab tests that shows our grease has greater persistence and tackiness than all other major brands.”

To Neutralize:

- Introduce additional objective criteria to balance the information shared between the two parties.
- Explore additional standards to align and realize mutual interests.
- Find out who established the criteria, if that source may have been biased in any way, and if the criteria can be changed.

Your response to this tactic might be:

“Who conducted the lab tests, and what conditions was your grease subject to? Tell me, what other brands did you compare in these tests?”

Here are some examples of this tactic in use:

Subordinate/Superior

“Before you sign on with our company, I want you to read our policy book, along with our mission and vision statements. You’ll find you’ll be working for a company built on honesty and integrity, a company you will be proud to represent. All our policies are in there, so it should answer all your questions.”

Buyer/Seller

“I brought along this list of our top clients and their testimonials. You can see for yourself that we offer outstanding service for top companies in your field.”

Husband/Wife

*“Pat, read this *Consumer Reports* issue. That car I want is rated very highly. Look at these scores for performance, reliability, mileage and price.”*

Father/Son

*“Dad, read what this article from the *Journal* has to say about allowances. In my age group, everyone else is receiving twice what I get.”*



KRUNCH

This is a straightforward attempt by the other party to put pressure on you for concessions. If they feel you are really anxious to settle, they may give the “Krunch” a try to see what they can get.

Example:

“You’ve got to do better than that.”

“Tell your management they’ve got to sharpen their pencils.”

“You’re going in the right direction, but you’re not there yet.”

To Neutralize:

- When they say “do better,” what exactly do they mean? Test the Krunch to see if it’s a real issue and whether the other party will resort to deadlock.
- Find out what kind of a deal they’re looking for. What objectives are they after, and what are their underlying interests behind their objectives?

Your response to this tactic might be:

“We have our standard policy on prices, but if you increase your order size, I’m sure we can discuss appropriate discounts.”

“Mrs. Smith, we’ve designed our pricing policy to meet APA standards. If you were to increase your order by 30%, I’m sure something could be worked out.”

Here are some examples of this tactic in use:

Superior/Subordinate

“John, these figures you’ve given me don’t gel. You’ll have to try again.”

Buyer/Seller

“The specs on this machine are not what I expected. You need to go back to the drawing board before I’ll consider purchasing.”

Father/Son

“The yard is looking better, son, but I think you can do a better job of raking up all those leaves.”

Mother/Daughter

“This report card is pretty good, Patty, but these grades won’t get you into the college you want. You’ll have to do better than this.”





APPARENT WITHDRAWAL

In “Apparent Withdrawal” the other party gives the impression that they are about to walk out. Perhaps they are looking for a concession, but they don’t want to give any themselves. Or perhaps they’ve reached the end of their rope because of lack of movement on your side. Remember, this is *apparent* withdrawal, not actual. They may leave a loophole, so that if you call their bluff, they don’t actually have to leave. (Once they’ve left, of course, it’s no longer apparent, but *actual* withdrawal.)

Example:

The other party push their chairs back as one of them says, “It’s obvious we’re getting nowhere, even though you could increase your profits and avoid costly capital expansion.” Then, as they are collecting their papers, they are silent, using the additional pressure silence can create.

Their hope is that you will rush to fill the gap, taking their bait of “profits and capital expansion.” If you call their bluff, they could keep things open with something like, “Tell me, what is the most you could possibly afford to pay?”

To Neutralize:

- Apparent withdrawal may or may not be a tactic. Sometimes the other party needs time to reconsider their offer.
- When dealing with an apparent withdrawal, bring up shared and common interest, never opposing or differing, to continue the negotiating process.
- Suggest options that may keep negotiations open.
- Be careful not to give in to pressure caused by silence.

Your response to this tactic might be:

“I believe it’s in our best interests to resolve our differences and work towards a mutually satisfactory agreement. Please sit back down, and let’s talk. What terms are acceptable to you?”

“What if we were to work out a payment plan that would make it easier for us to pay and would allow you to get the terms you want?”

Here are some examples of this tactic in use:

Superior/Subordinate

“Craig, I really need your help on the Petrochem Association project this weekend. I thought I could count on you, but I guess I’ll just have to go look for someone who has more commitment to his job.”



Buyer/Seller

“I’m sorry we couldn’t agree on the payment plan, Mr. Peterson. I simply can’t do business if I’m going to lose money. Call me if you change your mind.”

Mother/Daughter

“I guess we will have to cancel our shopping trip this afternoon, since I can’t seem to get any cooperation from you this morning.”

BOGEY

The “Bogey” is a simple tactic, but extremely effective in the hands of a skilled negotiator. For the salesperson, the Bogey is an opportunity to close a sale and gain a long-term customer. For the buyer, the Bogey is a chance to get a good feel for the commitment and flexibility the seller has.

Simply stated, the Bogey is: “I love your product, I love your service, but I only have X amount to spend. Can you help me out?” It is soft on the people and hard on the issues. It is often used in combination with Limits, Limited Authority, or the Missing Person, as well as the Moral Appeal.

Example:

“I really want this business, because your firm is my most valued supplier, but your delivery costs force me above the price we can pay. Is there some way you can help me out on delivery?”

To Neutralize:

- Explain how the business relationship is designed to benefit both parties. Focus on how the value-added services your firm provides improve their bottom line.
- Stress that you are also interested in a long-term relationship, and that their interests in your product will help meet their needs.

Your response to this tactic might be:

“I understand where you are coming from about the value of our services. Let’s look at where our services can add value to your delivery schedule, and actually lower your costs and increase productivity.”



“By charging our stated delivery cost, we can guarantee timely delivery of our product, and therefore reduce your downtime and any additional costs which might arise as a result of that downtime.”

Here are some examples of this tactic in use:

Superior/Subordinate

“You’re a valued member of our team, Sam, but your progress is a little slow, and it’s holding up the project. Can you speed things up?”

Seller/Buyer

“The Board was very impressed with your proposal. They value our long-term relationship and want to continue it, but the price increase is holding up the signing of the contract. What can you do for us?”

Father/Son

“Dad, you’ve always come through for me in the past, but this budget for my trip to Europe seems a little limited for a two-week stay.”

Mother/Daughter

“Jan, don’t walk away. You’re a terrific daughter, very helpful and thoughtful. I just need a little more of your time on these draperies we’re making.”

TRIAL BALLOON

This tactic is very similar to the If/Then, except that the If/Then is used more often in the bargaining phase. The “Trial Balloon” occurs most frequently in the proposal stage, when both parties are trying to map the territory and might be willing to move from their positions. It is more collaborative than manipulative.

Most often the Trial Balloon appears as a “what if...” or “suppose that...” question. However, there are other ways to float a Trial Balloon. The other party can leak rumors to you and see how you react, or they might mention something in passing during a coffee break. The whole idea of the Trial Balloon is to be informal and unobtrusive, so that no one feels bound to anything or risks losing face later.

Example:

“If I agree to take delivery a month later, would you consider delivering directly to my locations?”



“What if we arranged for free delivery, 120-day payment, and the VP’s first-born child... or what if we just gave you the VP?”

To Neutralize:

- “What-ifs” are often designed to cause you to give concessions without receiving one in return.
- “What-ifs” may also be used to invent options to create mutual gain. Consider “What-ifs” carefully, and relate them back to interests which are shared by both parties.
- Look at these suggestions as an opportunity to explore options in which both parties are interested. They can be excellent tools to match and confirm mutual interests.

Your response to this tactic might be:

“You may want to consider delivery a month later to reduce your inventory problems.”

“We could consider delivering directly to your locations. How would this help you out?”

“What would you like from us in return for those terms?”

Here are some examples of this tactic in use:

Superior/Subordinate

“Suppose that I get this project done on time and under budget; will my name appear at the top of the short list for that spot in Project Management?”

Buyer/Seller

“What if we can cut our cost of materials by 10%? Will your group go ahead with construction?”

Husband/Wife

“Suppose I cut back on the monthly budget expenses. Then can we manage that trip we’ve been wanting?”

Father/Son

“What if I come up with the money for tennis lessons? Then will you get on the court for an hour a day to practice?”



IF / THEN

This tactic is the cornerstone of all effective negotiations. This is how concessions are traded, ensuring that you never give a concession without getting one in return. It is used most in the bargaining phase; in the proposal stage, the Trial Balloon is used more often to throw out options. This is a collaborative tactic, rather than a manipulative one.

Example:

“If you’ll give us two cents a pound off the price, we’ll double the order.”

To Neutralize:

- “If/Then” is an exploratory tool to compare items that are low cost to you but of high value to the other party.
- When dealing with “If/Then,” make sure you focus on the other party’s perception of what is of value, and focus on interests to exchange mutually beneficial terms.

Your response to this tactic might be:

“Do you think those terms are consistent with the current industry standard?”

“Would doubling the order make that price acceptable to you?”

Here are some examples of this tactic in use:

Superior/Subordinate

“If you agree to my coming in at 9:00 a.m. instead of 8:00 a.m., then I’ll put in all the weekend time necessary to finish this project.”

Buyer/Seller

“If you can get the subcontractors on this job to cut expenses by 5%, then I think we can sign a long-term deal.”

Brother/Brother

“Joey, if you’ll take over my yard chores for a week, then I’ll give you my allowance for the next two weeks.”

Mother/Daughter

“Erica, if you’ll do the laundry for me, I’ll find time to take you and your friend to the movies.”



GOOD GUY / BAD GUY

We have all seen this one used on police shows on television. One member of a negotiating team takes an extreme stand or radical position, making excessive demands and refusing to offer reasonable concessions. This tends to intimidate; it gets you off-balance and lowers your aspirations. Then the “Good Guy” comes into the act, with conciliatory and soothing comments and a more reasonable offer. Even though the offer may still not be very good in absolute terms, it looks great in comparison to what the “Bad Guy” had to say. Often the natural impulse is to agree.

Example

Bad Guy: “I don’t care if we do business with you or not. We’ve already got more business than we can stand.” (Here is another tactic: Competition.)

Good Guy: “Look, these people really need our product. There’s nothing else that will work the way they want. Let’s see if we can come up with a more lenient payment plan so they can buy the volumes they need. We want to be fair.” (The idea of “fairness” is tactical as well.)

To Neutralize:

- Be careful not to be taken in by the Good Guy. While his offer may sound fantastic compared to the Bad Guy’s, the terms may still be unacceptable.
- Find out more about the terms, and see if they are consistent with your objectives.

Your response to this tactic might be:

“What sort of payment plan are you proposing, and what volume would you like us to purchase?”

“What kind of an agreement would be fair to both of us?”

Here are some examples of this tactic in use:

Superiors/Subordinate

*Bad Guy: “Look, John, I can’t help it if you’re having problems at home; your job is on the line here. This project *has* to be completed this week, and you’re in charge of it.”*

Good Guy: “Now, let’s give John a chance. We all need to pitch in and pick up the slack. I know John is going to work even harder to get this project finished. Right, John?”



Buyer/Sellers

Bad Guy: “Jones down the street meets *his* obligations on time every month. Don’t tell me about your financial problems. We have our own.”

off Good Guy: “Look, they are going to lose their shirts on this project if we cut their supply of materials. We don’t want to see that happen. Let’s see what we can work out.”

Father/Mother/Son

You Mother: “Look at this room; it’s a total mess! Can’t you do anything right? didn’t clean up at all.”

Father: “Mary, let’s be fair. Scott’s had twice-a-day practices for football, and he’s loaded down with homework. Scott, you can get your room picked up by Saturday, right?”

PRECEDENT

A “Precedent” is something said or done in the past that serves as an example or rule to justify action in the present. Virtually all legal practice is based on precedent, and it is a powerful tactic. Precedent plays into the normal human tendency to avoid doing anything new or different. It is common to accept precedent as “just the way things are.” It often occurs in conjunction with Blanketing.

Example:

“We never discount our services. We’re a one-price shop.”

“I always get a discount from all the suppliers that work with our company.”

To Neutralize:

- Find out more about the terms behind previous deals. If they say they do not offer discounts, does this apply to large orders? Can you get them to eliminate additional charges or fees instead of giving a discount?
- If the other party wants a discount, try to find out the details of the terms they agreed to previously. Was the product the same as yours? Did the other supplier provide support?
- Find out much information as possible about what set the precedent.



Your response to this tactic might be:

“When you receive discounts from your suppliers, what payment plans and delivery schedules do they generally offer?”

Here are some examples of this tactic in use:

Subordinate/Superior

“We’ve never had our associate lawyers handle the actual trial. They work up the briefs and lay the groundwork, and that’s all. The firm’s partners have always gone to court.”

Buyer/Seller

“This is a Saturn showroom. We do not negotiate.”

Father/Son

“None of your brothers were allowed to drive my car before they were 18.”

Mother/Daughter

“Your sisters and brothers were always back home by eleven o’clock.”

LIMITED AUTHORITY

There are three levels of authority:

Full: “I’m the only person who can do this.”

Limited: “I can make all decisions up to \$50,000.”

None: “Higher management approves all orders.”

The “Limited Authority” tactic creates a situation where the negotiator limits their ability to make a decision, creating a stall in the negotiations. The advantage of using Limited Authority is that it lowers your aspiration level. It also allows extra time and delays decisions.

Example:

“My boss will have to authorize this.” [Missing Person + Limited Authority]



To Neutralize:

- As with the Missing Person tactic, the keys are finding out who makes decisions and arranging a way to meet with them.
- It is important, when possible, to start out negotiating with the individual who has the final authority in order to prevent this tactic from being used.
- Try to find out what standards are used to determine whether an agreement will be authorized or not.

Your response to this tactic might be:

“I’ll need to sit down with your boss to discuss the terms we have agreed to. I’d like to let your boss know how we arranged these terms.”

Here are some examples of this tactic in use:

Superior/Subordinate

“Sorry, Richard; as manager of your group, I agree you should have that promotion, but I’ll have to send the request to headquarters for final approval. I can’t make the final decision, only a recommendation.”

Buyer/Seller

“I really want my people to have that training, but it’s more than my budget allows. Human Resources will have to approve the additional cost.”

Father/Son

“Chris, I’ll help you all I can in getting you back into school, but Principal Dodge has the final say.”

Mother/Daughter

“That’s going to be quite a financial burden for the family, Emily. We’ll have to have a family conference on this as it involves all of us.”



REVERSAL

“Reversal” is backing off a position or taking back a concession that has already been given. It can be a signal that the party has reached the end of their rope.

Example:

“I just checked with my boss, and I can’t give you the figure I quoted before.”

“I’ll have to delay payment for 30 to 60 days, even though I originally told you 15 days. Times are tough!”

To Neutralize:

- If the other party is serious about reversing their position, you might have to work on reshaping the deal and creating options that will allow them to do business with you.
- Find out why they have decided to reverse and what it will take to get back to negotiating. It is best not to let the reversal occur at all. If it is an adversarial tactic, ask for a concession in return.

Your response to this tactic might be:

“What factors would cause you to delay payment for 30 to 60 days? We need to stick with the terms we’ve agreed to.”

Here are some examples of this tactic in use:

Superior/Subordinate

“Sorry, Gail, but in order to give you that raise you are asking for, we’ll have to drop the year-end bonus.”

Buyer/Seller

“If you need your stock in that short a time, I’m going to have to add back my delivery costs.”

Husband/Wife

“If you want me to work full-time now rather than part-time, Sandy, you’re going to have to take over the yard work I had agreed to handle.”

Father/Son

“I’ll have to take back that allowance raise we talked about, as the extra chores you agreed to are not getting done.”