

Shapiro Negotiations Institute's

Top Twenty Tactics



SNI is a global performance improvement firm focusing in the areas of sales, negotiation, and influence. For more information about SNI's tactics, programs, or books, call 410-662-4764.

Before We Get Started

Before we review the Top 20 Tactics, it is important to establish certain understandings with regard to how you handle these tactics.

1. **Defining Tactics:** We define tactics as techniques designed to manipulate others into making a decision that they would not have made in the absence of the tactic. For example: Someone may use a False Deadline to get another person to make a quick decision that they would not have made if they did not feel the pressure to meet the deadline.
2. **Not Everything is a Tactic:** There are situations where, while it may appear someone is using a tactic, the fact is that they are merely representing reality and they do not intend for their actions to negatively manipulate your behavior. Using the deadline example above, someone who tells you that you have 24 hours to make your decision might just be “telling you like it is.”
3. **You must Recognize the Tactic to Defend Against it.** The reason we compiled the “Tactic De-activator” is to give you a memorable list of typical tactics. In our workshops, before we discuss these tactics, we show a video and ask people to spot as many tactics as they can. Typically people recognize five at the most. After presenting the Tactic De-activator, we show the same video again and people can then spot twelve tactics that are contained in the clip. People then realize that there have been many situations where they were unaware that a tactic was being used and therefore they were unable to defend themselves against it. While this list of 20 tactics is not exhaustive, gaining a better understanding of these common tactics will help you first spot and then defend against these tactics.
4. **Be Careful Not to Assume that Everything is a Tactic.** Armed with the Tactic De-activator, there is a good chance that you will begin to see tactics being used all of the time. Remember, as we mentioned above, an apparent tactic is not a tactic if it is not intended to manipulate your behavior. If you study these tactics, there is a possibility that you will begin to see these 20 tactics everywhere in your dealings with other people. This new awareness is a good thing, as long as you are able to distinguish whether the other side is trying to use a tactic in order to gain an advantage, or they are simply making statements or taking actions that are not intended to give them an unfair advantage.
5. **Taking Time Outs.** Taking a time out can be a good response in many of the situations where you feel as if a tactic is being used against you. Many times tactics are meant to create pressure to force you to make a decision or concession that you would not make if you had the time to reflect and more fully process what the other side is doing to you. By taking a time out, you provide yourself with the time to process the information and make a more measured response.

Most Importantly:

While this is an extensive list, it is not an exhaustive list. Also, you may not be able to memorize all 20 tactics and the three ways to manage each of them. Do not forget the process of Recognize it – Respond to it – Redirect it. Trust your gut, and even if it is not on the list of tactics, be willing to use the Three Rs approach when you think that a tactic is being used against you.

Higher Authority

Identify: To avoid boxing themselves in and solidifying the deal, some people will get you a handshake away from completion and drop the infamous line, “This looks good, and now I’ll just have to ask my boss/client/wife/committee if this is acceptable before it’s final.” It’s their escape clause – their tactic to get your best deal, and provide themselves with one more opportunity to take another bite of the apple when they come back and say: “My boss loved the idea, and she is on board, provided we can make a small change...”

Example: Think of the car salesman who has to “get approval” from his manager before finalizing the deal. He walks into the “back office,” only to return and tell you his boss was prepared to agree to a “slightly” more expensive deal.

Manage: Try the following to reduce the impact of the use of Higher Authority:

- Smoke out the tactic early. Openly asking before conversations begin, “What is your decision making process?” Alternatively you can ask, “If we come to agreement, what happens next?” Typically if you try this early in the process, you will smoke out whether there is anyone else who she might later use as her higher authority.
- Ask for a meeting with the higher authority. If you use this strategy, you should make her aware that your boss is going to call her boss directly and while you have advised him not to do so, he has not listened to you. By taking this approach, you are giving her the “heads up,” and hopefully she will appreciate your attempts to keep her informed.
- Match their higher authority to your higher authority. Tell her that you too must go to someone to get your agreement approved. This provides you with the ability to ask for changes from your higher authority if she asks for changes from her higher authority.

If you are faced with a situation where someone really does have a higher authority that you will not get to see, try the following:

- Draw upon her ego – “I’m sure your superiors always acquiesce to your recommendations though, right? What do you think your boss would say if you approached her with this proposal I’m making to you?” If you’ve tapped into her egotism, she might just have that authority after all.
- Ask for a positive recommendation – If you request that your counterpart make a positive recommendation, regardless of the answer, you’ve done two things. First, you’ve determined whether the person is using higher authority to avoid telling you “no” herself. Second, you have at least received a small commitment from the person with whom you are conversing. (And “small commitments can lead to big commitments.”)
- Put the “deal” into writing – This will help you avoid the situation where your counterpart claims to have “misunderstood” you, communicated more favorable terms to her boss, and then tells you that you have to accept them because she cannot go back and tell her boss that she made a mistake.

Avoid: We strongly recommend that you do not open up the conversation by asking something like: “Do you have the authority to agree if we come to mutually agreeable terms? If you do not have that authority, I wish to negotiate with the person so authorized.” We believe this approach will only upset the other side and make them an enemy before you begin.

Good Cop/Bad Cop

Identify: In a situation with two or more participants on one team, you'll notice one partner acting very cordial and empathetically, where the other partner is extremely temperamental and demeaning. The "bad cop" threatens you and probably declares that there is "no reason to continue conversations." Once you begin to fear that you might lose the deal, the "good cop" swoops in to assure you that all is not lost and if you can just be reasonable, perhaps you can both find a resolution. The object is to coerce you into believing that the "good cop" is on your team, and thereby get you to provide additional information or even make concessions that you would not have otherwise made.

Example: Think of a typical TV police drama. There are two interrogators in the room. They promise the suspect that they will "go easy" on him and offer a shortened sentence as long as he signs the written confession. The suspect refuses. At that point the Bad Cop explodes into a rage. "You dirty scum! That is it! We have your pal in the other room, and he is going to confess and you just lost your chance at any sort of plea bargain to reduce your sentence. I am going to make sure that you rot in jail if it is the last thing I do!" The Bad Cop then exits the room. Of course, after he leaves the room, the Good Cop offers the suspect a cigarette and says something like: "I really hate working with that guy. He is so old school. Now you and I are more alike..." Before the hour is up, the confession is had and the case closed.

Manage: There are three effective ways of combating the good cop/bad cop tactic:

- **Call their Game** - Smile convincingly and say, "This feels a lot like good cop/bad cop. I do not want to get caught up in games like this. We have serious issues facing us, and if both of you are needed to make a decision, I suggest you get him back in the room."
- **Ignore the Bad Cop** – The Good Cop/Bad Cop tactic only works if you allow the bad cop to get you to lose your focus. Let the bad cop expel his energy so you can move forward and focus on the business at hand.
- **Terminate the Session** – Turn to the good cop and tell him that it is obvious that the other person is too upset to carry forward. This should get the good cop to attempt to convince you to stay and you should thereby be able to regain control.

Avoid: While it may be tempting, going "toe-to-toe" with the bad cop is usually not an effective way to manage this technique. Even if you are able to quiet down the bad cop, going into attack mode will likely cause you to lose your focus. The other side will use this loss of focus to get you to reveal information or make concessions that you may not have done if you had been able to maintain a more focused approach.

Take It Or Leave It

Identify: You're conversing with someone and they almost immediately tell you: "There will be no tit-for-tat, tradeoffs, or haggling; this is my best and final offer, take it or leave it." There may be situations where this statement is true (e.g. the other side has a reputation for bringing out the best offer first because they are a "straight shooter," or the product they are selling is so much in demand and they have so many alternatives that they have no need to haggle). Nevertheless, when it is used as a tactic, this approach allows the other side to maintain control over the terms and conditions, rather than being forced to explore options and alternatives you may be seeking.

Example: Think of the Straw Market merchant selling local trinkets who tells you that they are selling the item to you "for a loss," and that they have given you their final offer. You ask them to lower their price one more time, but they reiterate that they cannot go one penny lower and you must either take that price or you cannot get the item. Of course, many times if you start to walk away, they start chasing you down and you may learn that a final offer is not always a final offer.

Manage: We encourage a few different methods of countering a "take it or leave it" tactic.

- **Expand the Possibilities:** By asking: "What if we were able to come up with a deal that is even better for you than the one on the table, would you be interested in exploring that possibility?" Most people will at least consider it. Once they do, you have the opportunity to continue discussions and not be backed into a corner.
- **Break it Down:** See if you can get the other side to tell you what part of the offer is final. Is it the price? The timing? The quantity? The deadline? If you can get them to admit that there is some wiggle room around one of these conditions, then you can continue the negotiation on that term first and tie it into the apparently "non-negotiable" items.
- **Take it - Conditionally.** Tell the other side that you will take it, provided that you are able to get agreement on other items that are important to you. This way they are still openly discussing the issue with you, but have a sense that they are getting their way through this tactic.
- **Ignore It.** Sometimes just ignoring the threat of a final offer can eliminate its impact. When someone says that something is a final offer, try to continue the conversation about other items that are not necessarily in direct conflict with their alleged "final offer." This may create some momentum that will continue the negotiation past the threat of the "final offer."

Avoid: Be careful countering with your own "take it or leave it" offer. Doing so locks both parties into a pure give and take dialogue where one person will have to win and the other will have to lose.

False Deadlines

Identify: Out of nowhere and often without any reason to back up their position, the other side tells you that they must have information from you, or even a decision within a VERY short time frame. This sudden deadline is meant to limit your ability to prepare and force you to make quick decisions that you may regret in the long term.

Example: Think of a situation where a house has sat on the market for 6 months due to its enormous asking price. Just when you express interest in the house, the agent tells you that you better get your contract in by tomorrow morning because they “just received another offer.” While it is possible that they did receive another offer, the length of time the house sat on the market may indicate that the claim of another offer is meant to manipulate you into making a quick (and perhaps bad) decision. Another example is when someone says: “I need to have this resolved before I leave on vacation.” While certainly no one wants to spend time during vacation doing work, it is not unheard of. If the deal is important enough to them, then it is not too far fetched that they would agree to spend an hour during their vacation working out the details. Alternatively, make sure you determine whether it is a “like to have it done before my vacation,” or a “must have it done before my vacation.” While it might be nice of you to help this person cross out this to-do before they depart for their ski trip, you certainly should not do so at the expense of your making ill advised concessions because of a sudden time pressured deadline.

Manage: Several techniques can be used to counter the false deadline.

- **Ask for the Cause.** Before blindly accepting someone’s deadline, ask what is creating the time pressure. Ask them whether there is anything that you can do to help relieve the deadline pressure.
- **Determine What Happens After the Deadline.** Ask: “If I am able to meet that deadline, when is the final decision going to be made?” If they tell you that they will have to get it approved “by committee” (See Higher Authority tactic) and it may take several weeks, you may be able to offer a preliminary indication, subject to changes that you will get to them before they have their committee meeting.
- **Suggest a Trade.** To test possible flexibility of a deadline, ask: “What if I could take a little more time, but come back to the table with a substantially better deal?” If they hesitate to answer this question, it is likely that the deadline can be extended.

Avoid: When someone puts a sudden deadline in front of you, it is best not to *completely* ignore it. Setting abrupt deadlines gives you an opportunity to ask additional probing questions, and by failing to even acknowledge the apparent deadline, you might miss information you may need.

Passive – Aggressive

Identify: The passive-aggressive tactic acts like a wolf in sheep's clothing. Rather than the explosive and obvious approach of the "bad cop," the passive aggressive is much more subtle in his attempts to gain advantage over you. Be cautious of subtle interruptions, sidetracked attention, continual incorrect repetition of your suggestions and offers, constant requests for you to repeat yourself, difficulty in making up his mind, etc. While each act alone does not seem like much of a tactic, in the aggregate, they are designed to frustrate you. When you express your frustration, your counterpart can throw his hands up claiming purity and ask, "Hey, what's *your* problem?" Your tendency might then be to feel guilty and make needless concessions.

Example: Think of that relative who never seems to express a strong opinion about what they want, but always seems to get their way. "We can go anywhere you want. Of course, Chinese upsets my stomach, but if you want to go there, I am fine with that... whatever."

Manage: When someone is using a passive-aggressive approach, consider the following:

- **Put it Back on Their Plate.** By constantly deferring to you, the passive-aggressive is trying to get you to bid against yourself or reveal vital information. This approach works because the passive-aggressive maintains a low-key approach, and most of us like to talk. When the other side keeps deferring to you, stop talking and ask: "What do you think?" They will likely defer again, but keep up the questions. "What would you do if you were in my shoes?" Questions force the ball into their court and it keeps you from revealing too much.
- **Use Silence to your Advantage.** The passive-aggressive will likely take long pauses while they collect their thoughts or ponder over your latest statement (see Silence tactic). Avoid filling in the void with other statements. If they end up saying: "I just do not know how to respond," keep the pressure on them by saying, "Take your time, I really am under no pressure to get this resolved this minute."
- **Apply Deadline Pressure.** The passive-aggressive typically draws out the dialogue so that you feel time pressure and make concessions just to get some movement in the process. You should therefore make sure to set firm deadlines with them and hold their feet to the fire when those deadlines arrive.
- **Ask them "What will it Take?"** If you propose a solution, the passive-aggressive will seem unsatisfied and try to get you to go back and try another approach to satisfy what is probably a less than clear need on their part. Rather than trying to figure out how to make them happy, get them to commit by asking them: "What will it take to get you to agree?" While the passive-aggressive probably will not be comfortable making this type of commitment, they may be forced to do so as a result of this direct approach. After they tell you "what it will take," it is vital to follow up by clarifying: "So, if I can get you X, then we are done. Is that right?" This tends to lock the other side down so they cannot later use their passive approach to gain more concessions.

Avoid: Do not try to solve their problems. By nature, many people like to solve problems and this is exactly what the passive-aggressive is relying on to get you to make concessions. When the passive-aggressive complains or asks you what they should do to resolve a situation, avoid the natural tendency to provide your solution and instead engage them to be part of the decision making process. When you do that process, they are more likely to stick to the deal.

The Wince

Identify: No matter your offer, your counterpart has predetermined his strategy to be flabbergasted or even outraged at your proposal. You'll see jaws drop, eyes widen, hands flinch, shoulders shoot back, etc. You may also hear, "What? You must be kidding! That's ridiculous, absurd, outrageous, crazy..." the list continues. The Wince works by manipulating you into making concessions because you feel that your offer was outrageous as evidenced by the other person's reaction. By reacting strongly without providing a justification or a counter offer, the other person has forced you to make two or more offers before he has made one.

Example: Think of that "cheapskate" Uncle who bulges his eyes whenever someone tells him how much something costs and says: "That is OUTRAGEOUS! I have never even paid half that amount in the past! You are asking me to pay more for that item than I paid for my first house!!"

Manage: In response to the wince, we recommend one or more of several options:

- **Repeat the Offer.** Without showing an ounce of emotion, repeat your proposal. Simply say: "That's right. That is what I am prepared to accept. What are you prepared to offer?" The other person is expecting you to react and by keeping your calm, they will see that their gambit has not hit its target and they are likely to give it up.
- **Ask Them What They Were Expecting.** When they say that your offer is so extreme that they are not even going to respond, ask them what they were hoping you were going to say. If they tell you anything, they have now put their number on the table and you have the bargaining range set. They may make a ridiculous counter offer, but at least you have not bid against yourself and you can explore how they came up with their proposal.
- **Walk.** If someone winces, you can simply tell them it is obvious that the two sides must be so far apart that there is no reason to continue discussions. If they agree with you and let you walk, then there is a good chance that this was true. If, however, they stop you on your way out the door, you know that your offer was not so outrageous to eliminate their interest.

Avoid: Do not justify and explain your offer. By telling the other side why you think that your offer is not too high (market conditions, quality of your product, etc.) you are just giving the other side information that they can later use against you.

Silence/Non-responsiveness

Identify: This tactic is very easy to notice, as your counterpart will not at all respond to your comments. You will hear no words, engage in no conversation, and likely see no telling gestures. It is used to create an awkward environment in order to induce you to break the silence with yet another comment, in effect tempting you to reveal more information or contradict (or bid against) yourself.

Example: Think of Clint Eastwood as Dirty Harry. He did not exactly “chat it up” with the criminal after asking: “Do you feel lucky, punk?” Alternatively, think of the stereotypical psychiatrist who gets you to disclose more and more information by simply putting their finger on their chin, looking solemn, and pausing to create just enough silence to make you feel uncomfortable enough to start providing him with more information.

Manage: Do any of the following:

- **Match Silence with Silence.** Learn to be comfortable with moments of silence. Most people overestimate the length of time that silence exists during a conversation. The silence may last 5 seconds, but participants will say that it felt like 30 seconds. There is no obligation for you to respond instantly, so consider taking your time when the other side is taking their time.
- **Ask a Question.** It has been said that when two parties go silent in a conversation, the first to speak will lose. We do not believe this is true as long as the first one to speak avoids responding and instead asks questions such as: “What are your thoughts?” “Do you need more time to think about this?” “Is there a problem?”
- **Engage Another.** If the other side has two team members and one goes silent, ask the other person what they think. This typically puts the other person on the spot and forces a response. If they say, “It is not my call” or avoid the question in some other way, you can then go back to the original person and say: “Then I guess it is up to you.”

Avoid: Do not assume that every time there is a moment of silence that the other side is using it as a tactic. Some people just take longer to process information and their silence may genuinely be their attempt to formulate a response. You can assume, however, that this is a tactic when a person goes silent after engaging in open and fluid conversation.

Red Herring

Identify: Red Herrings are issues that the other side puts into the deal to distract you from their real needs. Your counterpart will try engaging you in discussion or debate over topics ancillary or tangential to the issue at hand, hoping you will fatigue, get confused, or forget the essential topic. You may be facing a Red Herring when the other side insists you meet demands on a topic that you see as less essential, but one which you have no flexibility. Knowing that you cannot meet the Red Herring, the other side demands concessions on the issues that are more important to them.

Example: Think of President Kennedy refusing to take missiles out of Turkey during the Cuban missile crisis, even though the U.S. had already planned for their removal. He told the Soviets that he absolutely could not take those missiles out and he focused on his inability to do so time and time again. Then, at the last moment, he made a side agreement that he would do so in exchange for a full pullout of the Soviet missiles in Cuba. While the missiles in Turkey were not a significant issue to Kennedy, he kept the Soviets thinking that it was a huge issue so that he could eventually trade it away.

Manage: When you sense a Red Herring tactic is being used, try the following:

- **Ask for Explanations.** Typically, a Red Herring arises over an issue that you did not anticipate. Before addressing or rejecting that issue, ask for a complete and full explanation of why that issue is so important. Forcing the other side to make it crystal clear why that issue is essential may demonstrate to you its actual lack of importance.
- **Table It.** Rather than engage in concessions discussion around the Red Herring, get an agreement to table the issue for the time being. This will allow you to discuss the more important issues at hand without being distracted by the Red Herring. When a deal is worked out, you can then make the Red Herring the potential deal breaker. The other side will not be as likely to lose the ground they may have gained by insisting on agreement to something they are prepared to concede.
- **Force Prioritization.** During the discussion, ask the other side to tell you which issues are most important to them. If they list the Red Herring at the top of the list, ask them what concessions they are prepared to make in order to get you to concede on the Red Herring issue. Typically, the other side will not want to admit they would be willing to concede on other issues that, in reality, they value more than the Red Herring. If they start to talk about conceding the Red Herring, put them off by saying: “I would not want you to sacrifice that issue, what less important issues would you be willing to concede?”

Avoid: Be cautious when making trades that do not result in a benefit to you. Using Red Herrings, the other side creates issues and the only benefit you get when they concede is that the issue goes away. Make sure that when you make trades in a discussion or bargaining environment you get something of substantive value for every concession you make.

Outrageous Behavior

Identify: You'll know it when you see it. Here is where your counterpart begins raising his voice and becoming frustrated over issues based on emotion rather than logic. They may throw things around the room, scream excessively loud, tear up documents, or slam doors hard enough to shake the walls.

Example: Think of Tony Soprano walking into your office with a baseball bat... Think of that family member who tends to get *very* animated whenever things start to not go his way. Think of the child throwing a temper tantrum.

Manage: Avoid being intimidated by the Outrageous Behavior tactic by:

- **Being Prepared.** By doing adequate research on the other person, you should be able to determine if this type of outrageous behavior is something you should expect. Most people who behave this way have vivid reputations, particularly if this person is within your own organization. Knowing that you may face an emotional outburst will help you keep your calm when that outburst arrives.
- **Remember, if it is business, then it is only Business.** Outrageous behavior is often meant to intimidate, embarrass, or ridicule. In business it has been said: "If you want a friend, buy a dog." Concessions made to reduce personal attacks are only likely to lead to more personal attacks in the future.
- **Send in a Proxy.** If a person's outrageous behavior has angered you to the point where you cannot face that person with a calm mind, it is time to send in someone else to talk with the person. The person who was trying to bully you may see you not returning to the discussion as a victory, which is fine, provided the new participant provides no additional concessions as a result.

Avoid: Do not assume responsibility for the outrageous behavior. By believing you somehow caused the outburst, you will believe that you can eliminate it, and may be tempted to make needless concessions.

Nibbling

Identify: This is when your counterpart asks for one more little thing in addition to the things to which you have already agreed. Listen for key indicators such as: “Just throw in..., One more little thing..., Oh yeah, and by the way..., I forgot about this..., Let’s just round it up to...” The Nibble is an effective tactic because the concession itself does not seem large, and once preliminary agreement is reached, people do not want to have the deal go south over such “small” issues.

Example: Think of the computer store clerk who sold you, at your price (\$2000), a brand new fancy laptop computer. You’re excited about your machine and it’s bells and whistles you just scored for less-than-advertised price. Just as your excitement builds and you begin signing on the dotted line, the store clerk chimes in, “Oh yeah, by the way, you’re going to need this software package for \$139 to run the computer – it’s the operating system.” His goal is for you think to yourself, “I’m spending \$2,000 on this laptop, what’s another \$139?” and agree to the extra software package. Of course once you do this, they show you the turbo-charged mouse that is “only \$29.99” and then if you buy that, they show you a high performance mouse pad for \$8.99.

Manage: The best ways to manage the nibble tactic is to:

- **Nibble Back.** Whenever the other side asks you for a small concession at the end of the conversation, be prepared to ask for something in return. Nibbling back will often make the other side withdraw their request. Even if it does not, at least you are getting something when you are giving something. Also, by demonstrating your willingness to trade nibbles, it will make the other side much less likely to continue the nibble tactic in the future.
- **Write it Down.** Many times the Nibbler will say: “I thought that I had mentioned this earlier...” Because it is a small item and you are not completely sure whether it was agreed to previously, you make the concession. Avoid this type of nibble by keeping a thorough documentation of prior discussions. Follow up letters and e-mails help you defend when someone says: “I thought we had discussed this...” You can then point out that it was not discussed, but you would be willing to discuss it as long as the other side is willing to discuss additional items you would like to get out of the deal.
- **Ask if it is a Deal Breaker.** By definition, a Nibble is not a deal breaker. By asking whether it is a deal breaker, you force the other side to admit that it is not that important to them. You are then in a more comfortable position to tell them that as long as it is not that important to them, that it is not something that you are comfortable doing this late in the process.

Avoid: Even if you decide to give in and agree to the item being Nibbled, make sure that you do not agree too easily. By agreeing too quickly, you will only fuel the fire for the other person to ask for more. Instead, make the other person work hard to get the Nibble. By forcing them to work harder to get what they want, they will appreciate it more because they will feel as they really did get something of substance from you.

Physical Surroundings

Identify: Because our physical surroundings sometimes dictate our emotional and psychological feelings, people may use this tactic to gain an advantage. Watch for distractions that most people find offensive or at least uncomfortable, and question whether or not they were purposeful.

Example: Think of any time you have gone into a potential client's office to discuss a sale and they sit you in a small chair and they sit in a chair that is much higher up behind their large and "impressive" desk. Also, take note when other people ask to meet you on "their turf," i.e. their home or their office to discuss important matters. It may be innocent, or it could be a way to try to get an upper hand.

Manage: Try the following to manage the use of the Physical Surroundings Tactic:

- **Change Locations.** If you sense that this type of tactic is going to be used against you, insist on a meeting location you know will be conducive to great discussion.
- **Change Positions.** If you are not happy sitting in the short chair or with the glare directly in your eyes, move to a more comfortable spot. Most of the time the other side will not demand that you "sit there or else!"
- **Change the Time.** Do not be afraid to reschedule. If you suspect that your counterpart will or is employing this tactic, tell them that perhaps there might be a better time to have the meeting. You can then also suggest a better place if possible as well. Even if you do not get the venue changed, the additional time you have bought by rescheduling will allow you to gather your thoughts and be better prepared to deal with this tactic being used against you again.

Avoid: Do not overreact to physical surroundings too quickly. Sometimes the height of the seat is simply just the non-adjustable height of the seat. Sometimes the temperature in the room is high because the thermostat is broken. Sometimes you are invited over someone's house or office because they are being hospitable.

Ganging Up

Identify: This is very common and very easy to spot. You've gone into a situation where you expected one or two people, and instead you were met with a small army. Their goals are to:

- Intimidate you with the sheer number of people
 - Confuse you by forcing you to keep up with 3 different people firing questions at you
 - Influence you by having three people on the other side of the table agree to something and thereby make you feel as if you should be agreeing to it as well.
- You may think, "If all of them think it is right, then maybe it is..."

Example: You have a meeting scheduled with your boss during which you're planning to request a raise. You've been planning for this meeting for weeks, deciding what to wear, what to say, how to say it, and your rationale for the request. You anticipate the meeting to be just you and her. You approach her office, take one deep breath, and upon her invitation, enter. You are surprised when you are greeted by your boss, the HR director, and the division head. Your planned, rehearsed, and re-rehearsed one-on-one meeting has just been unilaterally changed to a three-on-one meeting, and you're "the one."

Manage: The following procedures work very well in this unexpected, multi-party situation:

- **Find "The Weakest Link"**. One of the drawbacks of having many people on a team is that the team might only be as good as its weakest link. If you perceive one person on the other side's team to be empathetic to your cause, or at least not as opposed to your desires as the others, focus some time and attention on that person. They might make statements and concessions that would not have been made if they had not been in the room.
- **Get Commitments Without Giving Commitments**. If the other side has assembled all of the decision makers in an attempt to intimidate, you can demand that a decision be made immediately, as they do not have to check with anyone. You can at the same time still reserve your own higher authority, as you have your own "team" that should be part of this discussion.
- **Ignore the Rest of their Team**. If the other people have been brought into the room to intimidate you, the best way to reduce their ability to intimidate is to ignore them completely. You do not need to be rude or aggressive, but instead focus your attention on the person with whom you need to talk and if others jump in, keep the focus on the person you want to engage by asking them: "Before I answer, I am curious Tom, do you agree with that statement?" Keep bringing the conversation back to one person so that the other side cannot bombard you from all sides.

Avoid: Try not to include a large number of people on your team who are there just to balance the number of bodies on their team. If you have too many people on your side, then the other side will try to find your "weakest link." Usually having one or maybe two people on your team will be enough to equalize the situation, even if they have 5 or more people on their team.

Surprise Information

Identify: Surprise Information can be used by someone to gain additional concessions. This occurs when several items have been discussed and agreed to, and then the other side says: “Something just popped up we may need to discuss...” Alternatively, they may say: “As I mentioned previously” (when you know that they in fact did not mention it to you previously). This Surprise Information is introduced after previous agreements have been reached because the other side is hoping that you will not re-open these issues. This will allow them to obtain the benefit of a better agreement than they would have received if they had disclosed the information earlier.

Example: You are buying a stereo and the salesperson tells you that one of the best things about buying from their store is the extended warranties that they provide when you purchase from them. You then haggle over the price, and are quite happy when you are able to get the salespeople to make concessions in pricing. When you go to pay for the stereo, you ask for the warranty and the salesperson says to you: “Oh, I am sorry, I thought that I communicated this to you. The reason I was able to come down on price was that I was no longer offering the warranty. If you want the warranty, then we have to go back to the original price I quoted you.” You know that he did not mention this fact to you, but because you are taken by surprise, you are not prepared to defend against it, and you may make concessions that you might not have made if you had not been surprised by that information.

Manage: There are a couple ways to manage Surprise Information:

- **Take a Time Out.** The other side is hoping that the Surprise Information they are introducing will catch you off-guard and force you to make a decision that is not based on adequate preparation and reflection. Slow down the process. If information is new, demand time to be able to process it before you make any commitments. If the other side says that a decision needs to be made immediately, fall back on the ways you would deal with false deadlines:
 - Ask what would happen if a decision were not made immediately
 - Tell them if you have to give an answer now, the answer is no, but it might be yes if you are given some time to think about it
- **Re-open All Issues:** If Surprise Information is introduced, you must realize that it should not be negotiated in a vacuum. The other side may have kept from disclosing the Surprise Information until they were sure that they received commitment from you on other issues. By doing so, the other person hopes that the Surprise Information can be discussed without giving up ground on the previously agreed to items. By re-opening all items when Surprise Information is introduced, you may be able to better your previously agreed to position.

Avoid: Do not explode, and do not burn a bridge. Avoid allowing (or manufacturing) the deal’s demise over this one additional surprise term. As well, avoid falling for the surprise information and surrendering your hard work and preparation to the desire to “get the deal signed, sealed, and delivered.”

Trust Me

Identify: The Trust Me tactic is often phrased as “Trust me – If you just do this one little thing for me, I’ll take care of you next time.” No one likes to indicate to someone else that they do not “trust them,” so often concessions are made in the hope that the other side remembers that they “owe you one.” Unfortunately, sometimes the other side’s memory becomes very short and when you seek to collect on the “debt,” they tell you that unfortunately they cannot pay you back because: (1) their boss will not allow them, (2) they do not have the budget; (3) what you are asking for far exceeds the benefit they received from your prior agreement.

Example: A client tells you they are tight on their budget this year and that they need you to make concessions from the agreed pricing terms. They tell you that when they get a new budget next year, they will more than make it up to you by paying you more than your agreed terms. Unfortunately, when the next year arrives, they tell you that their budget was not increased as they had hoped and they therefore cannot get you the additional pricing they had promised.

Manage: There are three basic ways we recommend dealing with this tactic.

- **Back end triggers.** If someone tells you that if you do them a favor and discount the first shipment, and they promise you that they will order an additional 20 shipments in the future, make sure that you reposition their request so that you get what you want first and then when that happens, it will “trigger” the concession requested. Tell them: “I appreciate your idea, but rather than giving you the discount on the first shipment, since we both know that you are going to order all 20, why not take the discount off of the 20th shipment.” If they tell you that they cannot promise you that they will be able to buy all 20 shipments, you have eliminated their justification for the requested concession.
- **Ask for a current favor.** Try to get the “future favor” brought into the present. You could say: “I understand that you’ll take care of me later if I give you the discount now, but what other deals could you show me right now that we could get agreement on immediately?”
- **Ask for more than verbal assurances.** You can say: “I appreciate that, and I know you will take care of me next year, but what if you are no longer in this position? I need to make sure that the next person understands the agreement we are reaching, so if there is some way we can put it in writing, a letter, an e-mail, or an amendment to the contract, it would be better for me.”

Avoid: As with all responses to tactics, your approach must be measured by your relationship with the person. If the person has taken care of you in the past, and you see no reason why they cannot take care of you in the future, then you do not need to get everything in writing. Such a formal approach may damage a long-term relationship.

Smoke Screen

Identify: Many times you may pose a simple question and be inundated with very complex answers. This could be by way of a long-winded speech, or a torrent of documents when a summary was all you needed. The other person may use this tactic when they lack a quality of response and therefore replace it with a quantity of response. It also could be used to hide or obscure bad information. If you later uncover this bad information and want to change your agreement, you are told: “You are going back on your word. You had this information all along, and we assumed that you read and understood it.”

Example: Think of that “blow hard” client who tends to ramble on and on. You ask them what they want out of the transaction and they start telling you about when they first got into the business and weave their way to the current political situation, and end up telling you a funny story about something that happened five years ago in a similar situation. By the time they finish, you may have forgotten what you have asked. Alternatively, you may get so frustrated by their lack of an answer that you try to “cut to the chase” and try to save time by telling them what your bottom line is in the transaction. The next time you deal with this client, you will likely want to limit your questions, knowing that you will be sitting in their office all day waiting for them to stop talking. Therefore, the remainder of the time you deal with them, you tend to disclose information rather than seek information. That gives them the information advantage they were seeking all along.

Manage: To deal with the smoke screen, we recommend doing one or all of the following:

- **Clarify.** Frequently assess and clarify your assumptions before making a concession based on that assumption. After a long-winded response, summarize the key information you wanted to obtain by asking the question. “So what I hear you saying with regard to my question is that you...”
- **Ask the Same Question Again.** After you wait patiently through the rambling response, calmly say, “I appreciate that and what I would like to understand is...”
- **Ask them to Summarize.** If you are overwhelmed by the information you are given, you can ask the other side to provide you with a summary. You should still review all of the information provided to make sure that the summary is correct and that there are no hidden time bombs. Nevertheless, if the other side tries to introduce new information not provided by the summary, you can say: “That is not part of your summary, so it is new information to us, and we will have to re-open other issues as a result.”

Avoid: Do not get frustrated and say to the other side: “You are refusing to answer my question.” This demonstrates that you have lost your cool and the other side can use it against you. They could say, “I did answer your question and I am offended that you think that after all of our discussions that I am somehow avoiding your questions.” This response may put you on the defensive and hinder your ability to ask additional clarifying questions.

Denial

Identify: When using this tactic, the other person will simply deny a past fact, action, or agreement. The purpose is to re-open an already agreed to issue so that they can gain additional concessions by getting you to give more up to resolve an issue that you previously thought was resolved. When you begin to question them on their denial, they then may say something like: “Are you calling me a liar?”

Example: You are purchasing a home and you talk to the seller about the need to rent back for two months while you are building your new home. The buyer offers you a contract, and you sign the deal relying on the fact that you can work out the details of the rent back later. When you bring this issue up, the other side denies ever agreeing to a rent back and they say that in order to agree to it, they want the price they have agreed to pay reduced. You know for a fact that there was an understanding between both parties about the rent back, but because you do not have it in writing, you are not able to prove it.

Manage: The first instinct is to call the other side a liar because you know that they are backing out of a previous agreement. While doing so may feel good, it probably will not lead to a constructive agreement. Instead, try to manage the situation by doing the following:

- **Identify the “Misunderstanding.”** Do not become defensive if the other side goes on the offensive making statements saying something like: “Are you calling me a liar?” Tell them that you are not accusing them of lying, but there is certainly a gap in your and their understanding of what has transpired in the past. By identifying the misunderstanding without making accusations, you will be able to diffuse the tactic unemotionally.
- **Re-open Issues.** Denial of formerly disclosed information is the flip side of the Surprise Information tactic. Rather than introducing new information, the other side is denying that information was received or agreements made by them. Just as you would defend the Surprise Information tactic, you can defend against this tactic by saying that if the previously agreed to items are now being taken off of the table, you need to re-open other issues that you agreed to based on your perception that prior agreements were made.
- **Get it in Writing.** After each meeting or interaction, send a follow up e-mail that summarizes what was discussed and agreed to during the discussion. Doing so is a non-threatening way to create a paper trail and prevent future denial of points previously agreed to.

Avoid: Try not to let yourself feel totally trapped by someone using this tactic. It has been said that “bad prospects make bad customers,” and that “you cannot do good business with bad people.” If you are certain that this person is lying to you, it might be best to end the discussions regardless of how much it might cause short-term harm. It is better to survive this short term pain than to suffer a “death by a thousand cuts” dealing with this type of person over the long term.

The Bluff

Identify: The Bluff is the single most difficult tactic to identify. It occurs when the other side says things such as: “I have no room to move”; “That is the best I can do” or “I have a competitive bid that is 20% cheaper.”

Example: Imagine that you are a house painter. Work has been a little slow, but you are asked to bid on a project that would bring in good money. You are told that there are three bidders and you were 20% more than the “winning” bid. You are told that all you have to do is drop your price by 15% and you will get the job. You are not sure that there is a bid that is 20% cheaper, and you certainly do not think that the painter will provide the same quality, but you do not want to lose the business. Is it a bluff? You do not know, and you are not sure how to test it.

Manage: Most people in the above scenario trust that the other side is telling them the truth and if possible, drop their price. Ultimately, you may have to do just that, but most people would be more satisfied if they knew that the other bid was 20% lower and they did not just fall for a bluff. Here are some ways to test the bluff:

- Ask for Documentation. Most people feel very uncomfortable using this technique because they feel that if they ask to see information in writing that they are calling the other person a liar. Obviously you do not want to do this, so here are some ways to phrase the request for documentation:
 - Apples to Apples. Tell the other side that you need to see the bid to make sure that they are providing the same terms and conditions that you are. You can say that “in the past” other people have undercut your pricing by using cheaper materials or by providing less service. If you can see the bid, you can make sure that this is not the situation.
 - Blame a Higher Authority. “I certainly believe you, but in order to get the decrease approved, I need to take the competing bid back to my partners and show them so that they know the entire situation.”
- Ask for Clarification. Rather than reacting to the bluff, you might want to ask for clarification. You can ask the other side to give you some time to double check your information, and ask them to take some time to double check their information. Allowing for some time might make the other side feel nervous about continuing with their bluff for fear that they have scared you away. Also, by asking for both sides to take time to clarify their information and assumptions, you have provided the other side with an easier “out” to come back and say: “I have double checked and there may have been some problems with my assumptions...”
- Call the Bluff. Sometimes the only way to test the bluff is to walk away from the deal. When doing so, you should be careful to leave the door open. You can do so by saying: “We would love to work for you, but we cannot under those situations, but please keep in touch. If it does not work out with the other person, we would still be interested in doing business.” Keeping the door open in this way will enable the other side to come back to you. Otherwise, they might be uncomfortable coming back to you for fear that they would seem untrustworthy because of their attempt to use a bluff.

Avoid: Do not beat yourself up too much if you think that the other side bluffed, you did not react to it and they then did not do business with you. Most people will take the deal that is most beneficial to them, and if they were really bluffing and did not have a viable alternative, they will likely come back to you. If they were not bluffing, and you were not willing to match their requested terms, then the only way to get the business would be to take a deal that was not in your best interest. As long as you used the techniques provided above and left the other side an open door to come back to you, understand that you did all that you could and move on.

Controlling the Contract

Identify: When two parties reach an agreement, many times it is codified within a written contract. Many people feel that the process is completed when the handshake occurs, but some people use the tactic of Controlling the Contract to gain extra advantage after the other side thinks that the deal is done.

Example: You reach an agreement and the other side says: “I will send you the contract.” You gladly accept as it means less work for you. Unfortunately many times the language in the contract may differ slightly from your understanding of the prior agreement. You suggest several changes and the other side acts startled that you are changing what had already been agreed to and now they claim that since you are making changes, they are allowed to re-open issues as well.

Manage: To manage Controlling the Contract tactics, try to:

- **Write the Drafts of the Contract.** If possible, at the end of discussions, tell the other side that you (or your lawyers) will be glad to write it up. That way the other side is reacting to your draft rather than you reacting to their draft.
- **Write a Memo Before You Write a Contract.** By writing a memo or a letter in plain language, you will get both parties to agree to the main agreements before the lawyers start to confuse the issues with their own “legalese.” This plain language letter or memo can be a reference point back if the contract seems to be off course.
- **If Necessary, Manage the Lawyers.** Sometimes lawyers can re-interpret understandings and get into discussions with the other side’s lawyers that may or may not reflect the original intent of the agreement. If you sense this is happening, make sure to re-establish your contact with the other side to reiterate your understandings before you let the lawyers continue to battle it out.
- **Personalize Communication.** Where possible have major changes to the contract communicated via phone or in person. Often one side will provide comments to a contract that they feel are minor, but the other side perceives as re-writing the deal. It can escalate and trust can be lost if both sides continue to communicate by marking up drafts and sending them back and forth. Before you get yourself into a battle of the contracts, pick up a phone with the person who you worked with to cut the original deal.

Avoid: Do not try to write the entire contract yourself. While it seems to save money in the short term, it is important to have a professional review the language. What makes sense to the layperson can be seen as a potential issue by a trained eye. We do not suggest turning the contract over to your lawyers completely, only that you should use their expertise to protect your interests.

Withdrawal

Identify: This is where your counterpart, often dramatically, will exit the discussion hoping you'll fear a no-deal or no-conclusion and make a concession just to bring them back to the table. By doing so, they gain a concession without giving one. You'll often see a hasty change in demeanor and location, and hear a "fine then..." or "this is too much..." or "this is ridiculous..." or "we're getting nowhere..."

Example: Recall when you were a young child gathered with your friends. You're all in deep discussion about what game you'll play together. Timmy suggests dodge ball, Susie offers a board game, and you too like the board game idea. Thus, your and Suzie's democracy votes board game, while Timmy angrily refuses. Eventually, Timmy gives you the ultimatum, "if we don't play dodge ball, I'm going home!" It's a temperamental withdrawal tactic that people continually use throughout their lives – usually with a little less immaturity.

Manage: Consider the following techniques to manage the Withdrawal Technique:

- **Use a Hypothetical.** Let's say someone says something like, "I have told you that I do not think that I can get this proposal agreed to by my Board, so I am going to have to stop these discussions entirely." While this sounds like a Withdrawal, the fact that the other side provides a condition regarding getting the proposal "agreed to by the board" provides an indication that the withdrawal may not be a withdrawal. To test the other side, you could ask: "Hypothetically speaking, if you were able to get it past the Board, would you be willing to continue the conversation?" If the other side agrees to continue the discussion, then you have prevented the Withdrawal.
- **Offer Mutual Concessions.** Rather than making a one-sided concession just to get the other side to the table, propose a resolution where each side makes a concession. This approach gives the other side a potential reason to return, but it does not provide them with a unilateral gain just to bring them back to the table.
- **Focus on Previous Progress.** Rather than conceding to get the other side to the table, try to get the other side to agree that there has been substantial progress made in the past and that momentum may help remind them that although there is frustration at this point, the past progress you have made should justify that the other side not just walk away at this point.

Avoid: Do not give up. Do not concede. Do not always assume that once the other side threatens a Withdrawal that the discussions are over. Often when the other side Withdraws from a discussion that you are passionate about you may take it personally and feel disheartened and give up. Before you give up, try to use the techniques described above, but remember, do not make concessions just to get the other side back to the table.

Extra: Monetary Concession Tactics

Identify: People may use three types of tactics to make you concede your pricing. They may start with “Give me a ballpark price;” “You have to do better than that;” and “Let’s Split the Difference.” Each of these is difficult to handle, and when combined throughout a discussion of price, they can create a “triple-whammy.”

Example: Imagine that you have unfortunately had a car accident where you were in the wrong. You do not want to make an insurance claim for fear that your rates will increase substantially. The other side agrees that having you pay directly is fine, provided that “You offer a reasonable price.” The first thing they may say is “Can you give me a ballpark price that you are willing to pay for the damage to my car?” This tactic is to get you to make a commitment without making you feel as if you are making a commitment. Thinking that it is “just a ballpark price” you might offer a higher number than you would if you were asked to give an exact amount. After you give that ballpark price, they say, “You have to do better than that.” This statement is meant to make you bid against yourself. Finally, they will throw out a substantially higher settlement price, and then they will say: “Let’s be fair and split the difference.” By using this sequence of asking for a ballpark, asking you to do better, and asking for an extremely high price, they are going to strike a deal that is certainly not going to be “fair.”

Manage: Let’s take a look at how to manage each of these monetary price concessions.

- **Give me a Ballpark Price.** There are two ways to manage this tactic. First you should resist the urge to provide a ballpark price. Rather than giving a figure off of the top of your head, tell the other side that you would much prefer to be able to think about the issue more so that you can make a more realistic assessment. If taking this approach is not possible, then make sure to lowball your ballpark to prevent getting locked into a bad deal before the discussion even starts.
- **You Have to do Better than that.** Defend against this tactic by asking the other side, “How much better do I have to do?” Asking this will force the other side to at least put a stake in the ground before you bid against yourself with no commitment from the other side.
- **Split the Difference.** If the other side offers to split the difference, try to anchor them to the “split the difference price” and then continue to discuss. Imagine you are offering \$1,000 and the other side is asking for \$2,000 and they suggest that you “split the difference.” Try the following: “I do not think that I can do \$1,500, but I appreciate that you are willing to compromise. Now that I’m at \$1,000 and you can agree to \$1,500, I think that we are closer to reaching an agreement.” If you can then continue the discussion and then offer to “be fair” and split the difference, you now may be able to end up at \$1,250.

Avoid: Do not provide a range to the other side at any time during the monetary conversation. Any time that you provide a range of prices, the other side using this tactic will always take the end of the range that most benefits them and use that price as they continue discussions.

Some Final Thoughts

1. Allow for Face Saving if You Catch Someone Using Tactics. While it is important to let the other side know that you sense that a tactic is being used in the “response” portion of dealing with tactics process, make sure that it is done in a way that allows for the other side to save face. You may be able to provide a way for the other side to save face by:
 - Put the blame on yourself
 - I apologize, as I am certain that it is my fault that this misunderstanding has occurred. I obviously failed to get you all of the information you need. Let me get this information to you and then maybe with that in your possession we can continue our discussions.
 - Put the blame on others
 - It looks as though you may have received bad information from your accountants. It unfortunately happens to me as well. As a matter of fact, I am going to double check my numbers as well, and if you could do so, maybe we can get back on track.
 - Off the record discussions
 - Few people like to admit their mistakes. Even fewer like to have these mistakes publicly broadcast. By telling someone that the discussion is “off-the-record” they may be more willing to tell you of the potential errors that were made by them (or their people) as long as they trust you that you will not disclose it to others.
2. Be Careful Using these Tactics. While using these tactics works to manipulate behavior in the short term, be careful in using them, as they may lead to long-term relationship damage. This is not to say that using a tactic like a higher authority, or putting in a false deadline to spur on action makes you a terrible person. It is just that any of these tactics, when used aggressively or repeatedly will likely do more damage than good.
3. People Who Use Tactics Are Not Always “Bad People.” Many people use tactics because they have worked in the past. As we have discussed, people who are being Strategically Difficult have experienced success in the past using this approach, and are looking to repeat that success in your situation. If you assume that they are “bad” people, then you give yourself an excuse not to deal with them. By using the Tactic De-activator, or the 3 R system of Recognize, Respond, and Redirect, you can usually manage the manipulative behavior and stay on track to move the discussions forward.