

The Buyer Counseling Presentation

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79th Recipient of NAR's Distinguished Service Award





What is a Buyer Counseling Presentation?

- It's a structured conversation with the buyer
- Mirror image of the “Listing Appointment”
- Formal, organized presentation system
- Conveys your value as a professional
- Explains the transaction process in detail
- Used as a risk management tool
- Uses a flexible delivery format that compliments the communication style of clients



PROCESS OVERVIEW

Detail How You Do Your Business

- What you can/can't do by law
- What you will/won't do according to office policy
 - What you must do by COE
- What you choose to do within your business practice and personal routine

WHAT'S THE POINT?

- Neutralize concerns
- Manage expectations
- Helps you determine if you want to represent the buyers
- Provide mutual promises in writing
- Obtain their loyalty
- Secure written authorization

Loyalty is important but the primary objective is to secure written commitment to represent the buyer's interest

- For any suitable property, whether it is for sale, listed or not
- With limited exclusions within your business area
- For a sufficient amount of time to yield success
- With a pre-determined amount of compensation identified in the agreement



Objective



First Things First

No matter how the buyer contacts us ...

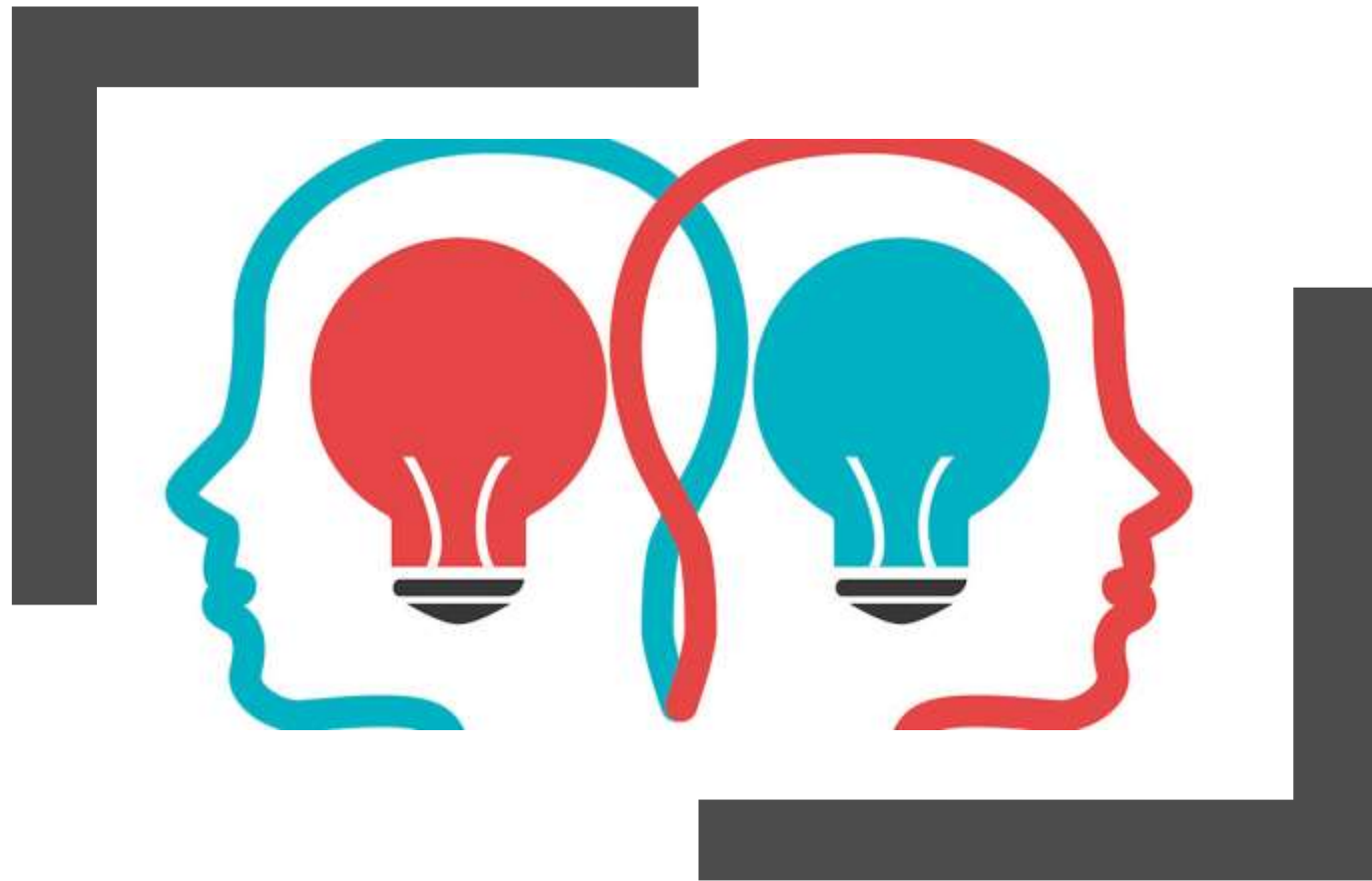
- Determine if an exclusive contractual relationship exists
- If they are – you MAY NOT interfere
- If they aren't – secure an opportunity to discuss options and the benefits of representation

Article 16 – SOP 9

- REALTORS®, have an ***affirmative obligation*** to make reasonable efforts to determine whether the prospect is subject to a **current, valid exclusive agreement** to provide the same type of real estate service. (Amended 1/04)
- If the buyer and “their agent” have only signed a disclosure notice
 - That is NOT an exclusive relationship
 - It is NOT an agreement
- You may have an opportunity to create a more substantial relationship



Two Types of Un-Represented Buyers

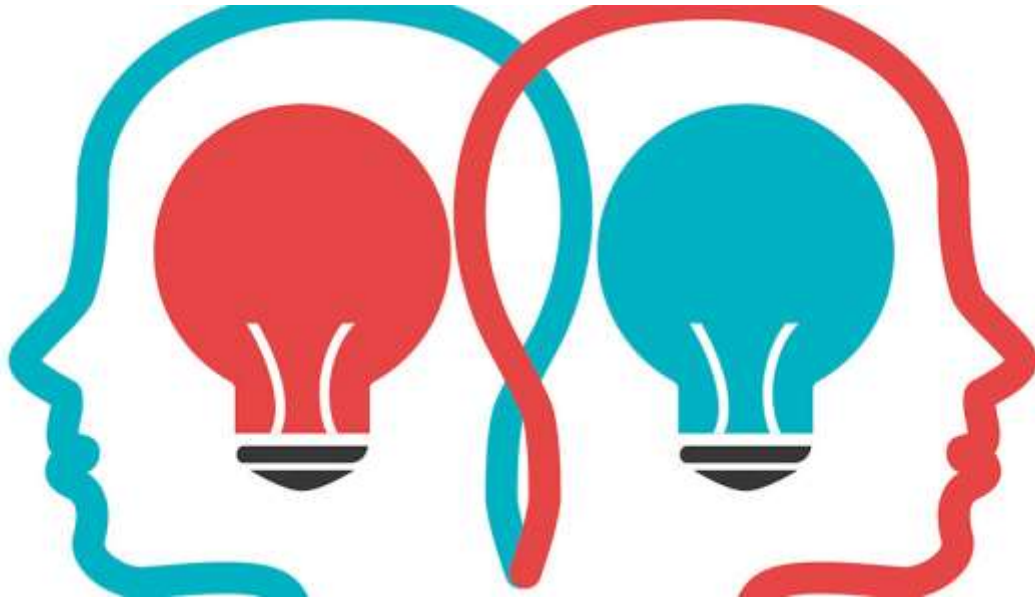


Buyers that
know you

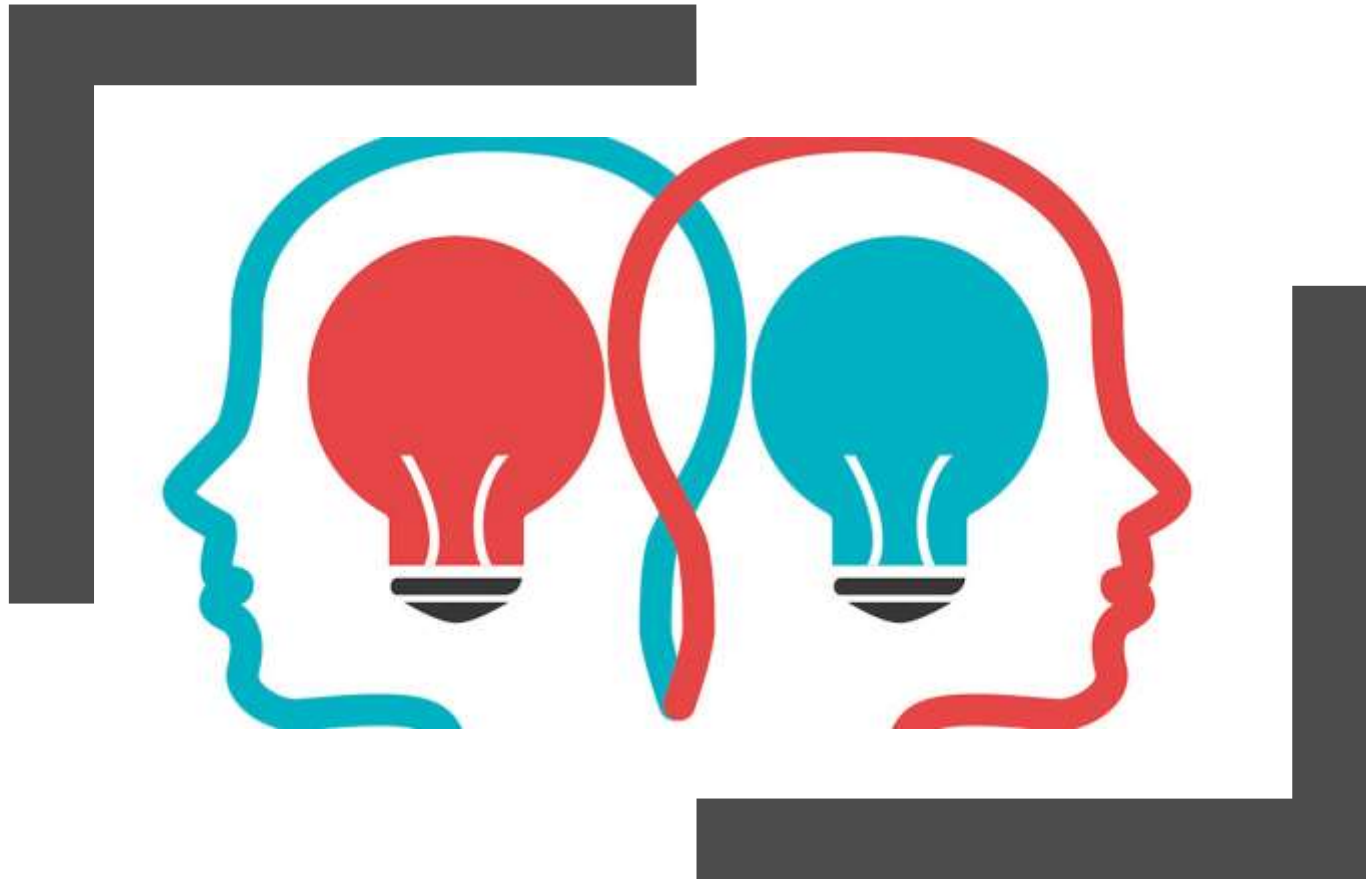
Prospects
that don't

Buyers That Know You

- Currently Listed Seller Clients who need to buy
- Sphere contacts who are:
 - Friends, relatives, social contacts, church members, business associates, area vendors you do business with, personal referrals
- Buyers that know you will meet with you for a counseling session if you ask them

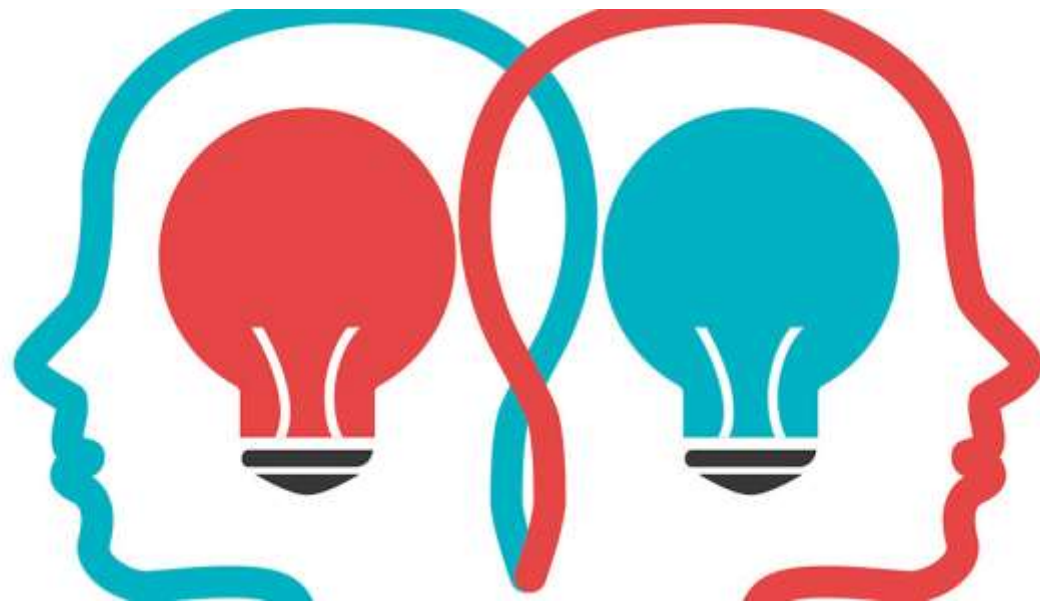


Buyers That Don't Know You



Prospects that don't know you will need other approaches to want to meet with you

- Refer to the COE that states the consumers are entitled to representation and written promises
- If your state law requires it
- If your office policy requires it
- Use the showing to ask for an appointment to discuss the benefits of representation



**Whether the buyers
know you or not -
Once they agree to
meet with you,
the presentation
is the same**

Use the dialogue

“Allow me the opportunity to fulfill my legal responsibility. I need about 20 minutes of your time ... maybe more if you have questions”



Everyone is Busy but...



- Buyers always claim they don't have time but without a comprehensive conversation you will be blamed later
- Professionals in every other industry require conversation up front prior to doing business
- Why would you be different?
- Getting a buyer agreement signed without a formal presentation is so much more difficult



Topics for Discussion



- About you, your professional credentials
- Your company; it's mission, vision, values
- Your legal responsibilities
- How your behavior modifies when you have 2+ buyer clients, Dual and/or Designated
- Can't Do List
- How, when and why you are paid
- Pre-Approved prior to showing property
- Open Houses, New Construction, FSBOs
- Stigmatized property & off-site conditions
- The lending and legal process
- Property selection, showing process
- Offer, counteroffer, negotiation process
- Inspection, repair and renegotiation phase
- Commitment, Closing and Follow-thru



Provide your Credentials

Just because they contacted you doesn't mean you don't have to earn their business

- Provide a professional resume packet
- Differentiate yourself from your competition by including an explanation of your designations and certificate credentials
- Provide an overview of your ability to get the job done
- Provide a written or emailed hand-out of your full counseling presentation as a demonstration of how you do business and what's in it for them
- Consider this as your “leave-behind”

Your Legal Responsibilities Must Be Fully Explained

- Buyers can be local or come from other states
- Don't assume anyone understands what your legal responsibilities are or how it impacts them
- This conversation alone can separate you from your competition since most agents can't explain them
- Buyers need to understand the difference between Client and Customer



Which Level of Service Would You Want?



Clients Get:

- Obedience
- Loyalty
- Full Disclosure
- Confidentiality
- Accounting
- Reasonable Skill and Care

Customers Get:

- Honesty
- Accounting
- Material Fact Disclosure

Customers DON'T Get:

- Loyalty
- Obedience
- Confidentiality



- At the consultation with the buyer, use this form to ask them what level of service they want
- They will always choose representation

Determining the Level of Service Desired	
Needs Assessment	
Buyer Not Represented	Buyer is Represented
<input type="checkbox"/> Maintain Loyalty to seller's needs .	<input type="checkbox"/> Pay full attention to the buyer's needs .
<input type="checkbox"/> Tell seller all that you learn about buyers.	<input type="checkbox"/> Tell buyer all that you learn about sellers.
<input type="checkbox"/> Focus on the seller-client's property.	<input type="checkbox"/> Focus on expanding the range of choices to satisfy buyer's needs.
Property Selection	
Buyer Not Represented	Buyer is Represented
<input type="checkbox"/> Get the best offer for the seller-client.	<input type="checkbox"/> Find the best property for the buyer-client.
<input type="checkbox"/> Limit properties to listed properties only.	<input type="checkbox"/> Promote the buyer's search
<input type="checkbox"/> View new listings after buyer-client.	<input type="checkbox"/> First opportunity to view new listings.
<input type="checkbox"/> Show properties listed within buyer's affordability range.	<input type="checkbox"/> All properties are available and viewable, and the sale price is negotiable.
Viewing Properties	
Buyer Not Represented	Buyer is Represented
<input type="checkbox"/> Just the material facts.	<input type="checkbox"/> OK to give advice with facts.
<input type="checkbox"/> Protect the seller. Cannot help the buyer compare competing properties.	<input type="checkbox"/> Educate the buyer. Okay to compare competing properties.
Negotiating the Purchase and Sales Agreement	
Buyer Not Represented	Buyer is Represented
<input type="checkbox"/> Disclose only material facts.	<input type="checkbox"/> Give advice accompanied by facts.
<input type="checkbox"/> Negotiate on behalf of seller-clients.	<input type="checkbox"/> Negotiate on behalf buyer-clients.
<input type="checkbox"/> Strengthen the seller-client's negotiating position.	<input type="checkbox"/> Strengthen the buyer-client's negotiating position.
<input type="checkbox"/> Share all information about the buyer.	<input type="checkbox"/> Share all information about seller.
<input type="checkbox"/> Volunteer a CMA for the buyer only if it supports the seller-client's listing price.	<input type="checkbox"/> Provide price counseling for a buyer-client.
<input type="checkbox"/> Negotiate approved purchase agreement protective clauses to safeguard seller-client.	<input type="checkbox"/> Negotiate approved purchase agreement to safeguard buyer-clients.
<input type="checkbox"/> Suggest buyer financing alternatives that benefit the seller-client's interests.	<input type="checkbox"/> Suggest financing alternatives that may be in buyer-client's best interests.
<input type="checkbox"/> Continue services to seller-client during negotiations.	<input type="checkbox"/> Continue services to buyer-client during negotiations.
Follow-Up	
Buyer Not Represented	Buyer is Represented
<input type="checkbox"/> Attempt to solve problems to the seller-client's satisfaction.	<input type="checkbox"/> Attempt to solve problems to the buyer-client's satisfaction.



Explain who you represent and how you behave when the property is

- A “FSBO”
- Listed by another Firm
- Listed by an agent in your firm
- Listed by you

Also explain how you behave when

- An agent in your Firm has a buyer client interested in the same property as your buyer client
- When YOU have more than one buyer client interested in the property

The “Can’t Do” List

- We can’t make your decisions for you
- Can’t betray any client’s confidential info
- Violate State, Federal or Fair Housing Laws
- Promise you can buy property below market
- Hide material facts or defects
- Betray your confidential if by providing unauthorized feedback to listing agents
- Identify the “safe or bad” neighborhoods
- Identify the “Best” Schools
- Choose your community
- Collect undisclosed kickbacks or rebates
- Pretend to have skills I don’t



IT ALL COMES DOWN TO THE

**VALUE
PROPOSITION**



Explaining How You Earn Your Professional Service Fee



“When you go to work Mr/Ms Buyer, do you get a paycheck?”

I don’t, I am paid a success fee from the proceeds of a sale”



MLS and the DOJ

- While NAR disagrees with the DOJ's view and admits no liability, NAR has agreed to make certain changes to the Code of Ethics and MLS policies which will be subject to approval by both our Board of Directors and the DOJ
- Purpose is to more explicitly state info about commissions and MLS participation to maintain an efficient, transparent marketplace for home buyers and sellers
 1. the amount of compensation offered to buyer representatives via the MLS will be made publicly available for each listing. Brokers and agents will have an affirmative obligation to provide such info to their clients for homes of interest
 2. Rule changes reaffirm that MLSs and brokerages must provide consumers all properties that fit their criteria, regardless of the compensation offered or the name of the listing brokerage.
 3. While the REALTOR® Code of Ethics has long required buyer representatives to explain how they expect to be paid, buyers' agents cannot represent their services as free
 4. With the seller's prior approval, associations and MLSs must permit a licensed real estate agent to access to the lockbox of the seller's property even if the licensee does not subscribe to the MLS.
- **It is important to understand that the final wording for these Code of Ethics and MLS policy changes is still being determined until the Court formally certifies our agreement with the DOJ**

THE DOJ IS ALWAYS WATCHING


Social Media
“Mastermind Groups” and
private listing networks



WHERE WE ARE

- Broker Owned MLS Lawsuits – Northwest; MRED; PIN
- MLS PIN attempts to settle for \$3m; co-op fee optional
- Association Owned MLS – BRIGHT elects to pull away from NAR policies; uncouples obligation to compensate; and forgoes NAR E/O issues and self insures
- NAR position change that \$0 is now a number
- ANYWhere – attempts to settle for \$83.5m
- REMAX attempts to settle for \$55m
- KW, Home Services and NAR found liable in a jury trial and have been awarded \$1.78B plus punitive damages of \$5.58B – which will be appealed. Nov 5, 2023
- New round of lawsuits immediately filed against Compass, EXP, Redfin, Weichert, United, Howard Hanna Douglas Elliman – not NAR
- Leeder dismissed and resurfaced as Batton2 – Class action on buyer side referred to as the ‘Mother of all lawsuits’
- Copycat lawsuits in South Carolina – NAR/KW co-conspirators, NY – REBNi (requires splits to be evenly split) and Texas Association and MLSs
- **Approx 20+% of 1.575m REALTOR Practitioners now have zero as an option**
- And this is only the beginning

WHAT HAS ALREADY HAPPENED ...

- 
1. Zero is a real number
 2. Listing Agreements are changing -list side fees & others
 3. Added written disclosure of ALL fees if any
 4. Co-op side fees displayed in public portals
 5. States begin to mandate Contractual Buyer Rep
 6. Brokers scramble to get agents trained on Buyer Rep
 7. Industry sees need for advanced agent training
 8. Millions in damages offered to be paid

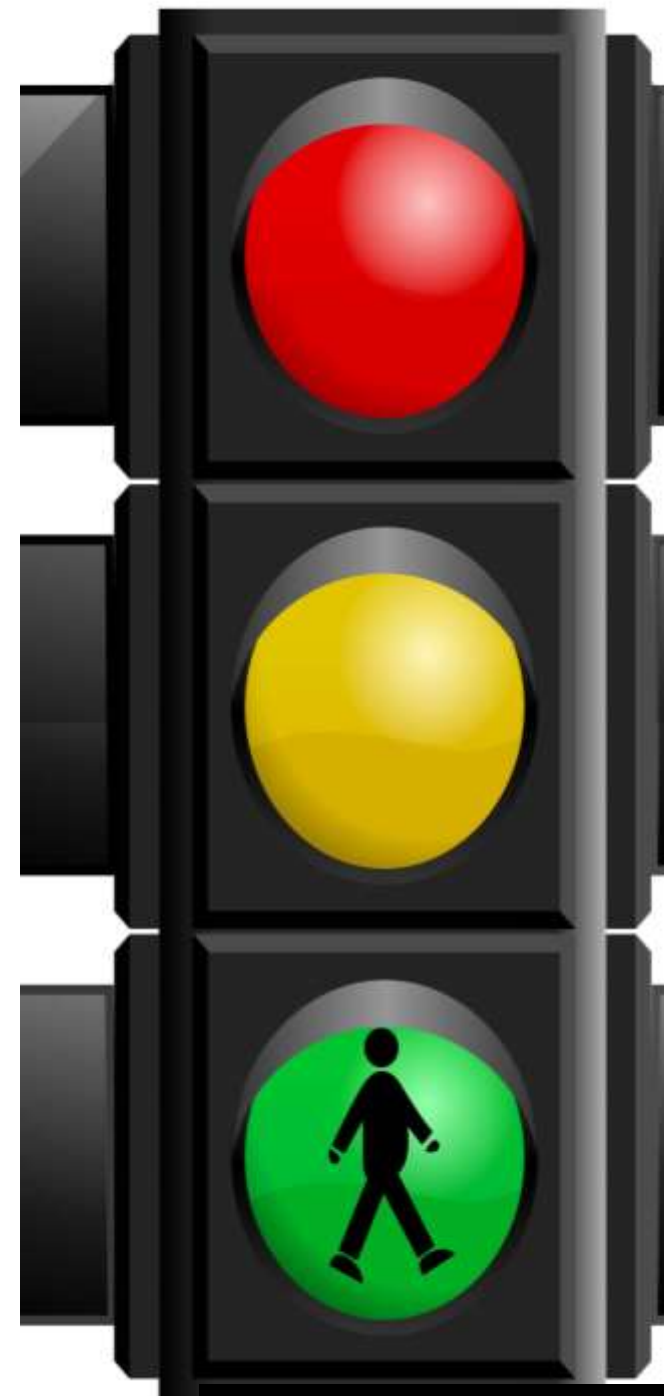
WHAT CAN GO WRONG?

1. List fees displayed in public portals
2. Settlement procedures change
3. Lending institutions fund fees
4. List agent paid from Seller Net
5. Transaction Brokerage is value-less
6. Co-Broke Box is Eliminated



7. States mandate Contractual Buyer Rep
8. Procuring cause almost non-existent
9. MLSs consolidate
10. MLS platform is replaced
11. Members reconsider membership
12. Millions/Billions in damages
13. Impact copycat lawsuits

1. If your state law or company policy requires you to contractually represent buyers prior to showing property and that agreement includes a specific compensation amount – You have NO issue
2. If you get your buyer agreements when you write the offer, and/or zero out the fee or put whatever the MLS offers – you need to elevate your skills
3. If you don't have buyers sign buyer agreements and just work by disclosure notice – you face serious issues



Show Me the Money



Explaining compensation to the buyer during the Buyer Counseling Session is imperative

- Help buyers understand that you are not there to push them to buy anything but if they decide to buy, you will be paid
- Stop calling your fee a commission – that is sales term, not a service term
- Contractual Buyer Representation ensures that you are paid what you and your client determine
- No listing agent can determine your worth
- Without violating law or Code of Ethics, you can wrap a fee into the offer as a condition of sale



Who Really Pays the Fee???

**Without the buyer's bag of money,
there is no transaction**

- When a buyer funds a transaction, the funds do not go to the seller – they sit in the middle of the settlement table until the debt against the property has been extracted
- Currently, the buyer pays for everything
 - Professional service fees of all agents
 - All costs of doing business
 - Any closing costs they wish to finance
 - Settlement of the Seller's debt against the property
 - **The seller gets what is left over and the seller gets the tax deduction for the settlement expenses**

Don't Confuse Concepts

- Without a written buyer agreement, your behavior and the perception of the buyer defines whether you are considered someone's agent no matter what your disclosure says.
- **Without a buyer agreement you have all of the liability but no guarantee that you will be paid**
- Without a written buyer agreement with an actual fee inserted, you may only receive what is offered in the MLS for compensation, if anything
- Agreements are in writing so they can be enforced
- Agreements are between the parties, and a buyer and seller can mutually agree to almost anything
- A rejection of the MLS compensation is not a 16-16 violation



REALTOR® Code of Ethics

Modifying the Offer of Compensation



Standard of Practice 16-16

- Realtors®, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to:
- attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers
- nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.
(Amended 1/04)

You Are Entitled to be Paid Fairly



Some situations can potentially compromise your fee

- Unrepresented Sellers - FSBOs
- Entry Only
- Limited Service
- Short Sales
- An amount in the MLS that you believe is less than fair
- When compensation offered through the MLS is less than your agreement

Securing 'fair' compensation is easy, however if you must have a WRITTEN agreement

REALTOR® Code of Ethics

Cooperation – Not Necessarily Compensation



Standard of Practice 3-1

- Realtors®, acting as exclusive agents or brokers of sellers/ landlords, establish the terms and conditions of offers to cooperate.
- Unless expressly indicated in offers to cooperate, cooperating brokers may not assume that the offer of cooperation includes an offer of compensation.
- Terms of compensation, if any, shall be ascertained by cooperating brokers before beginning efforts to accept the offer of cooperation.
(Amended 1/99)

REALTOR® Code of Ethics - Seller Understands How Compensation is Split



Standard of Practice 1-12

When entering into listing contracts, Realtors® must advise sellers/landlords of:

1. The Realtor®'s company policies regarding cooperation and the amount(s) of any compensation that will be offered to subagents, buyer/tenant agents, and/or brokers acting in legally recognized non-agency capacities;
2. the fact that buyer/tenant agents or brokers, even if compensated by listing brokers, or by sellers/landlords may represent the interests of buyers/tenants; and
3. any potential for listing brokers to act as disclosed dual agents, e.g. buyer/tenant agents. Adopted 1/93, Renumbered 1/98, Amended 1/03)

REALTOR® Code of Ethics

Disclosure to Buyer Client if \$\$\$ offered cannot neutralize an agreement or cannot be guaranteed



REALTOR®

Standard of Practice 16-14

- Realtors® are free to enter into contractual relationships or to negotiate with sellers, buyers or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)
- If the amount offered in the MLS does not neutralize the buyer's fee obligation in the contract, buyer agents are obligated to inform them per this code and full disclosure from the license law.
- This is why the clause goes into the conditions of sale
- Listing agents need to prepare their seller **client**

- Prior to showing property, buyer agents must inform their client when
 - The co-broke fee offered in the MLS can't be guaranteed or won't cover the amount agreed to in buyer agreement
 - The property is an actual or potential short sale
- Buyer needs to realize
 - It is not prudent to take any chances that the co-broke compensation offered will be received since the buyer would have to pay out of pocket
 - Buyer then chooses if they want to see that property

Buyer Chooses





Compensation Options

- When compensation offered through the MLS is not sufficient, or may not be guaranteed, to satisfy your 'employment' agreement with the buyer
 - MLS offer of compensation could be rejected and your full fee substituted in the conditions of sale
 - OR**
 - A clause may be inserted into the conditions of sale to include a residual amount to satisfy the total needed to neutralize the buyer agreement
- It functions like any other seller concession which is an agreement between the parties
- When worded properly doesn't violate COE or any license law regulations
- No listing agent can interfere



“ABC Realty rejects the offer of compensation of X \$/% made by the listing firm. It is a term of the Buyer’s offer that the Seller and/or any third party to the settlement and transfer of this property agrees to distribute from the transaction, Y \$/% at closing to settle their contractual agreement with their buyer agent/firm . This is the only fee ABR Realty will receive.”

Sample Seller Compensation Language

Viable for use in all transactions including cash-poor

- This does not violate state contract law since the agreement is between the parties to the contract.
- This does not violate COE 16-16 since it is not attempting to modify in any way the amount that was offered in the MLS since it is rejecting that amount.
- This rejection allows all parties including the 3rd party to the transaction to understand that what is being rejected is the disclosed co-op portion of the fee only.
- This ensures that the fee in the buyer agreement, worded as a seller/buyer negotiated term in the conditions of sale, will be fulfilled so that the buyer client will not have any unforeseen risk for paying the buyer agent.

Benefits of FSBOs, Entry Only, Limited Service and Short Sales to Contractual Buyer Agents

- You no longer worry about getting paid fairly no matter what is being offered
- You have direct access to someone else's client in LS and EO without client interference issues
- Unskilled listing agents in Short Sales and Pre-Foreclosures will probably give you access
- You can aggressively advocate for your client since the seller is a customer
- Most co-op agents avoid these properties so these listings tend to 'rot on the vine' – potentially making it a good value for your client





“Once I receive your written authorization to represent your interests and you have been pre-approved for a loan, we will start to look at property that you are qualified to buy”

REALTOR® Code of Ethics

When entering into buyer/tenant agreements, Realtors® must advise potential clients of:

Standard of Practice 1-13

- Company policies regarding cooperation;
- Amount of compensation to be paid by the client;
- The potential for additional or offsetting compensation from other brokers, from the seller or landlord, or from other parties; (for building in residual compensation)
- Any potential for the buyer/tenant agent to act as a disclosed dual agent, e.g. listing broker, subagent, landlord's agent, etc.
- The possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. (Adopted 1/93, 1/98, 1/06)



REALTOR®

Some other realities are necessary to understand

- No bank or third party can violate state law
- All offers are presented unless state law allows written seller instructions otherwise
- More often than not, the offer will NOT be confidential
- You may or may not be told you are in a multiple offer – even if you ask
- If there is a deadline for response, no response is a response
- No seller is obligated to counter
- Lenders can re-negotiate listing agent's fee if it is a short sale since there is no enforceable listing contract with the third party

Banks and Third Parties



REALTOR® Code of Ethics

When entering into buyer/tenant agreements, Realtors® must advise potential clients of:

Standard of Practice 1-6, 7, 8

- **1-6:** REALTORS® shall submit offers and counter-offers *objectively and as quickly as possible*. (Amended 1/95)
- **1-7 :** When acting as listing brokers, REALTORS® shall continue to submit to the seller *all offers* and counter-offers until closing or execution of a lease unless the seller/landlord has waived this obligation in writing*more on subsequent offers*
- **1-8:** REALTORS® acting as agents or brokers of buyers/tenants shall submit to buyers/tenants *all offers and counter-offers until acceptance but have no obligation to continue to show properties to their clients after an offer has been accepted unless otherwise agreed in writing... more on pre-existing contracts*



REALTOR®

- Explain the reason for Seller Property Disclosures
- Why inspections are necessary and how to choose a Home Inspectors
- Discuss the Repair Request Phase
- The closing process, attorney and/or title company
- How recommendations of professionals are made and who selects them

Continue to Overview



Review a Blank Agreement



- When the Buyer Counseling Presentation is done and they have asked all of their questions
- Review a blank buyer agreement with them stating you only work by written authorization.
 - Ask them how they feel about you
 - Ask them if they have any additional questions regarding the process
 - Ask for the order!

Remember!



There is no law that mandates that the Consumer be represented, but

- Representation is a 'Consumer's Choice'
- It is an entitlement that offers distinct benefits
- The buyer doesn't have to pay you directly and can be paid from the proceeds of the sale
- It does not require a long-term commitment
 - Buyers you know should just sign a contract
 - Buyers you don't know can sign property by property; town by town or for specific types of property meeting needs





NECESSARY SKILL TRAINING

BUYER COUNSELING SESSION

- Tips and tools to articulate value and the representation of the client
- Overview of what we can and cannot do by law
- Will and won't do by office policy
- Must do according to the COE
- Can do based on how we do our business
- How to get a buyer agreement signed up front before showing property

SELLER STRATEGY SESSION

- Tips and tools to articulate value and set fees on the seller side
- How to explain cooperating fees to sellers
- How to help sellers understand that buyers fund the transaction
- Explain the difference between gross offer, adjusted gross and net to the seller

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Secure Loyalty.

Neutralize Concerns.

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It's time to ditch the old 'listing presentation' and get better results! A Listing Presentation sells price. A Counseling Presentation sells value!

Sell your value! Our PowerPoint® presentation templates walk your clients through the entire buying or selling process, covering all the necessary topics of each transaction. They are a practical approach to securing buyer or seller loyalty and written commitment through effective dialogue and the use of 'can-do' and 'can't-do' lists. A counseling session is an effective and comprehensive way to neutralize concerns and establish realistic expectations. You may use these as stand-alone presentations or integrate all or any slides with any other buyer and/or seller presentations you currently use.

What's Inside

BUYER TEMPLATE

- Allowances & Restrictions
- Closing & Post-Closing
- Compensation & Fees
- Confidentiality
- Contingencies
- Inspection Process
- Legal Duties
- Maintenance Requests
- Market Analysis
- Offer & Negotiation Process
- Representation
- Selectin Process
- Showings, Scheduling, Open Houses
- Written Authorizations / Agreements

SELLER TEMPLATE

- Allowances & Restrictions
- Buyer Inquiries
- Closing & Post-Closing
- Compensation, Fees & Pricing
- Contingencies
- Cooperating Agents
- Inspection Process
- Legal Duties
- Marketing Plan
- Offer & Negotiation Process
- Pre-Authorizations
- Professional Services
- Representation
- Showings, Scheduling, Open Houses

**Getting Your RE
License was the
Easy Part!
Making money
and building a
career with it is
something else!**



New Agent Training Series



PART ONE

Students will learn the essential skills to build their business, develop a business plan, and apply proven strategies to market themselves and their business.

The course covers:

- Starting Your Business & Creating a Plan for Success
- Financial Management
- CRM Databases
- Target Marketing
- Building Spheres
- Your Value Proposition
- Converting Leads
- Time Management



PART TWO

Students will gain an in-depth knowledge of today's buyers and their unique needs. They will also learn how to provide an elevated level of professional service while maintaining strict adherence to Statutory Law and the Code of Ethics.

The course covers:

- Understanding Today's Buyers
- Fair Housing
- Client versus Customer
- Converting Prospects into Buyers
- Buyer Agreements and Securing Loyalty
- Buyer Counseling Presentation
- Navigating the Paperwork



PART THREE

Students will gain an in-depth knowledge of today's sellers and their unique needs. They will also learn how to provide an elevated level of professional service while maintaining strict adherence to Statutory Law and the Code of Ethics.

The course covers:

- Lead Conversion
- Do Not Call Legislation
- Research and Preparation
- CMA's and Pricing
- Seller Counseling Presentation
- Neutralizing Concerns & Handling Objections
- Navigating the Paperwork

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- REBINstitute.com



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- **Understanding the institution of real estate.**
- **Tasks performed by professional assistants.**
- **Creating a career as a professional assistant.**
- **Providing exceptional customer service.**
- **Managing the transaction.**
- **Time management.**
- **Marketing, branding and creative components for the agent.**
- **How an assistant can equip the agent or team to grow their business and serve their clients with a high level of professionalism.**
- **Develop a tool kit to support the agent's or team's business.**
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- Managing a Multi-Generational Business
- Building a Business Plan that Gets Results
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- Exit Strategies for Real Estate Brokerage Owners



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MANAGE EXPECTATIONS

PROTECT YOUR BUSINESS

These presentation templates walk your clients through the entire buying or selling process, covering all the necessary topics of each transaction. It is an effective and comprehensive way to neutralize concerns and establish realistic expectations.

They are a practical approach to securing buyer or seller loyalty and written commitment through effective dialogue and the use of 'can-do' and 'can't-do' lists.

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