

# FD KENSINGTON

## BUSINESS BROKERS



# The A-Z of Buying and Selling Businesses



0800 2800 321 [www.kensingtonbrokers.co.uk](http://www.kensingtonbrokers.co.uk)

## The A-Z of Buying and Selling Businesses

**Accountants** The main role of the seller's accountant is to ensure that all the necessary figures required to value the business are up-to-date and accurate. The seller should co-operate with their accountant to ensure that all relevant disclosures have been brought to the accountant's attention to ensure that the accounts show a true and fair view. The buyer will want their own accountant to pore over the books and records as part of the due diligence process to help them understand the financial workings of the business being acquired. Accountants can also be expected to work out the most tax effective method for each party and this will form part of any negotiation. Whilst the accountant will work closely with the broker or agent, it must be stressed that the accountant is neither of the two and that the difference between their roles must be understood at the outset.

**Assets** The seller has to make it clear from the outset if there are any assets of the business that are not to be included in the sale, such as personal assets or items they wish to take with them. The buyer needs to be satisfied as to whether they require any of the assets being offered or whether any additional assets will need to be purchased that have not been included in the sale.

**Bespoke marketing** Instead of simply putting a business for sale as a listing on the agent's website or newsletter, the agent can arrange a specialist marketing campaign for an individual client, ensuring that the business has better exposure and also enabling the seller to target potential buyers. Similarly, a buyer may wish to approach one or two firms only as opposed to making their intentions available for all to see. Such a marketing campaign will cost more but usually achieves a better result in a shorter period of time.

**Brokers** Business brokers act as a matchmaker and negotiator for buyers and sellers, bringing them together in the marketplace via a website or by specialist marketing and networking. The broker will take a percentage of the sale price as a fee and may represent either or both of the parties. Experience shows that when the broker acts for both parties a better result is achieved in a shorter period of time.

**Business premises** Buyers and sellers need to agree as to whether any premises are being sold with the business and if they are not whether the buyer will be able to rent the premises. Buyers will need to consider carefully as to whether the premises are required and the ramifications of moving an established business from its existing premises.

**Buyer beware** "Caveat emptor" is the Latin expression for "buyer beware". In simple terms this means that buyers take a risk when making a purchase and have to satisfy themselves that everything is in order.

**Chemistry** This is one of the most important and often the most elusive areas of a business deal. We encourage early contact between the buyer and the seller to establish whether there is a rapport between them as they will have to work very closely during the sale and often for a number of months or even years after the sale. If the chemistry is not right we normally advise the parties not to proceed unless a solution can be found to obviate the need to work together and even then this would only occur where one or more of the parties is desperate for a deal, which would be reflected in the price.

**Comparables** This means establishing whether the price for the business is in line with what one would expect for similar businesses. There can be a variety of reasons why the price is not in line with comparable enterprises but it is essential that all parties are aware of this rather than finding out once negotiations have gone too far.

**Completion** This is the point at which the business is transferred in its entirety into the hands of its new owner which may or may not be the same time as the contracts are exchanged.

**Confidentiality** This is another reason for using a business broker at the outset. Most buyers and sellers do not wish their identity to be revealed for fear of affecting business. Before we agree to act on behalf of any party they must sign a confidentiality agreement to which we are also bound.

**Cultural mix** Whilst many businesses may look similar on the outside, each business owner will run their affairs in a manner which is moulded around their personality which means that the company being purchased may not be compatible in its working ethos and environment to the buyer's company, unless it is intended to run the new unit completely independently and with the existing management.

**Deal structure** There are many ways of arranging the deal, from straightforward handing over of cash in a lump sum, to staged payments based on future performance with payment in cash and/or shares in the company being sold or even a more complex scenario involving a share swap or asset swap. Most deals are straightforward and paid for in cash but ultimately the way the deal is done will depend on the particular requirements of each party.

**Desktop research** It is fundamental to any business deal that the buyer undertakes sufficient research to ensure that the deal is appropriate and to assist in determining the correct price. The seller will also want to know what an appropriate price is in current market conditions as well as knowing the position from which the buyer is approaching. At a basic level, the research is done literally from the desktop by reading press cuttings and surfing the internet as well as Companies House and credit reference agencies. Once a potential buyer is satisfied that the initial research has revealed nothing untoward, they would move towards more detailed examination of the company's position, either by a site visit or requesting the books and records from the seller's accountant.

**Disclosure** It is essential that both parties make known to the other party any matter which they think could scupper the deal, for example, pending regulatory action or imminent closure of a facility. The contract will normally provide for such eventualities to have been disclosed, with failure to do so rendering the seller liable to be sued. Although a good negotiator will ensure that only that which has to be known is revealed, careful thought should be given to what falls into the category of requiring revelation. Similarly, the buyer should make it clear from the outset that they are in a position to complete the deal rather than wasting everybody's time if they are speculating and have no real chance of raising the finance.

**DIY** A buyer or seller could arrange a deal without any professional help in a similar manner that one could sell a house without an estate agent or a solicitor if one really wanted to. However, it is strongly discouraged as very often mistakes will be made by either party which will cost a sum well in excess of the amount spent on professional fees.

**Due diligence** Unless one is buying a business for a ridiculously cheap price, for example, when it is in

distress and clearly marketed thus, it is strongly recommended that as much due diligence as possible is done prior to completing a sale. The amount of checks that the buyer wishes to make into the affairs of the seller is not cast in stone and in each person should act according to their own gut feeling, although there are a number of fundamental checks that are expected, such as the state of the market and the finances of the seller.

**Enhancing value** This is where parties decide to merge in order to create synergies whereby the sum of the whole created by the deal is greater than the sum of the parts. It should be noted that in many cases what appears to be a straightforward calculation does not follow through in practice. Similarly, a buyer may wish to purchase a seller's business with a view to closing down an operation and integrating it entirely into surplus capacity that they may have. In any event, if the sole reason for doing a deal is to achieve enhanced value, careful thought should be given as to whether this will actually be achieved and it should be stress-tested as far as possible.

**Environmental issues** These matters are currently a hot topic and must be carefully considered especially when an industrial or manufacturing business is being purchased. Business records need to be carefully checked to ensure that all relevant legislation has been complied with and one who is moving into a new area with which they are not familiar should take specialist professional guidance as to what legislative issues there are concerning pollution and the environment.

**Exchange of contracts** This is the point at which the deal becomes binding although all the monies may not have been handed over. It is essential to check with the legal team as to what responsibilities fall upon the buyer at this point e.g. employment protection and insurance.

**Fees** You may not be surprised to learn that business brokers do not work for nothing! At Kensington we firmly believe that apart from any minimal listing fees for web entries you should not pay up front fees unless you have arranged a bespoke marketing campaign with full details of what you will receive for your money. Some brokers will charge the seller and some will charge the buyer and others like Kensington will charge both parties albeit each of them at a reduced rate. It is also important to establish at the outset what your other professional advisers such as accountants and solicitors will charge for their involvement.

**Finance** When you enter into negotiations to purchase a business, it is essential that you know how you are going to pay for it. Ideally you should have a finance offer letter from your bank or have access to cash. Unless you can demonstrate to the seller and the broker that you have funding behind you many will not take you seriously and you may lose the deal.

**Financial information** This will tell you how well the company that is up for sale has performed in the past. Basic information can be obtained from Companies House and more detailed information will only be available from the company itself if they give you access to their books and records. Whatever figures you are looking at, it is essential to be aware that the more up to date they are, the more credence you can give them and the more you can rely on them. It is also worth remembering that books and records that are deficient or sloppy may be indicative of potential problems within the organisation.

**Focus on sectors** If you wish to buy a business but are unsure what type of business you would like to buy it is important to narrow down your options by focusing on various sectors in order to gain a better understanding of how much a business is worth. You may wish to choose a broker who specialises in a

particular sector, especially if the business for sale deals in a product or service that is unusual or has many complexities. The other advantage of dealing with a broker who focuses on one or two sectors alone, is that they will probably have better access to companies for sale although a general broker will suffice in most cases and will probably have a better network effect, which can work to your benefit.

**Formal offers** Once you are ready to proceed after having established that the deal is satisfactory you should arrange for a formal offer to be made to the seller. You should take legal advice at this point as there may be financial ramifications should you wish to withdraw for any reason.

**Founders** When a person who has founded a business decides to sell it, the negotiations can often be more complex due to emotional factors. It is also important to establish how involved the founder is in the day to day running of the business and the goodwill associated therewith, especially where customers and suppliers are concerned. Often the founder agrees to stay on and work alongside the purchaser for an agreed period of time, usually in a consultancy and advisory basis, for a period of six months.

**Future sale** If you are buying the business with a view to selling it on at the outset, you should be aware that market conditions can vary and many potential purchasers will be wary of buying a business that has recently been purchased and quickly sold.

**Goodwill** This is the amount which you are paying over and above the value of assets and stock. In most businesses there is an element of goodwill being paid and the amount will depend on a number of factors including market conditions, reputation of the business and willingness of the buyer.

**Growth** Some people buy a business in order to achieve a steady income flow whereas others see an opportunity to grow the business once they have taken it over. In order to expand what was somebody else's business you must be completely sure that the opportunity exists and be confident that you have the capabilities to realise growth potential. A classic case where there is growth potential is when somebody wishes to retire and has not invested in the business or attempted to drive it forward for a number of years.

**Heads of terms** This is an outline contract and is basically a list between the parties of all the matters that need to be visited and any associated terms. It is expected that at this point both parties will contribute to the heads of terms in good faith and all relevant facts will have been disclosed.

**History** The history of a company is essential in determining its value and is comprised of the financial history which should be readily available and the non-financial history which can be found in a number of sources, including trade journals, the internet, magazines and good old fashioned spadework amongst competitors and suppliers.

**Honesty** Whilst it essential that all parties deal honestly and openly at all stages of negotiations, one should always be aware that not every counterparty is as honest as you may wish them to be or is as honest as you may think you are. We recommend that you go forward at all times in a businesslike manner but with an enquiring mind.

**How long does a deal take?** A deal can take from five minutes to five years! Typically though, a deal will take around six months, although in a distressed sale, where a low price is being sought, the deal will move much faster, often in days, and the buyer will accept that the lack of due diligence is part of his risk and is being reflected in the price.

## How long will it take to find a

**buyer?** Finding a buyer can take from minutes or years, depending on the state of the economy but more importantly, how specialised a particular business is. Often a business will be put up for sale and the owner is adamant that they will not accept less than a certain sum, which therefore means that it will take much longer for them to sell their business, if they can sell it at all, if their price is not realistic. Similarly a business with a bad history and negative goodwill may take a long time to find a buyer or could be virtually unsellable.

## How much is my business worth?

This is the \$64,000 question that every potential seller asks. Your business is worth the amount somebody else is willing to pay for it! Each business sector will have a guide price based on deals done in recent months or standard multiples, although for more obscure businesses it may be almost impossible to obtain an accurate valuation and all parties will have to take into account a number of variables in order to arrive at the valuation. As with many matters concerning the purchase of a business, you often have to follow the feeling in your stomach as to whether you are willing to accept a particular sum for your business or whether you are willing to pay a particular amount to acquire somebody else's business. Very often the business is worth far more to the purchaser than it is to the seller.

**Indemnity** There may be issues which are uncertain at the time of a sale being completed and in order to finalise matters the seller may give the buyer an indemnity which means that if particular matters come to light or events crystallise, the buyer will be compensated, either by the seller directly or through a third party insurance policy which is arranged.

**Independent advice** It is essential that all parties to a business deal such as this receive

independent advice and do not rely on the other party's advisers. This is where a broker who is working for both parties comes into his own as there is no bias and both sides know what the broker's role is.

**Input from both parties** It goes without saying that both parties are expected to co-operate at all stages including disclosure and replying to documents. If you feel at any stage that your counterparty is not pulling their weight you have to ask yourself why this is.

**Instinct** Always follow your gut feeling. If it tells you there's a fundamental problem then there probably is and you should walk away.

**Jumping the gun** Very often, patience is required and time is needed to sort out what can often be seen as small issues. While this can be frustrating for either party, it is essential that when time frames are agreed that they are stuck to and neither side is pushed into making a decision earlier than they may so wish. This does not mean that reasonable deadlines cannot be imposed, but simply means that events have to run their natural course and normal delays should be tolerated.

**Keeping me informed** A good broker will at all times keep their clients informed of developments at all stages. This is what the broker is being paid for.

**Key documents** A seller will be expected to have available within a reasonable time frame any documents that are deemed to be fundamental to the running of the business. If a financial claim or any other matter is stated to be fact, then it can be reasonably expected that a document will be available to back it up. It is worth remembering that if a document which can be expected to be easily found, for some reason cannot be brought into play for several days, you should be on alert.

**Key staff members** If the business has any key members of staff, it is essential that steps are taken to keep them 'on board'. This will mean identifying who they are, what their skill sets are and what the cost of retaining them will be. In this case the reputation of the buyer may be more important than the reputation of the seller.

**Letter of engagement** When you deal with any professional who is acting on your behalf, you should always sign a letter of engagement which sets out the terms and fees that you can be expected to pay. If any professional who acts for you does not wish to give you a letter of engagement to sign, you should not use them.

**Lock-in period** This refers to the time during which the seller is obliged to continue assisting the buyer.

**Lock-out period** This refers to the period for which the seller is prevented from competing with the buyer, either in outright terms or for a geographical area, depending on the nature of the business. It should be noted that any restraint of trade which is deemed to be unreasonable, will not be upheld in court and specialist legal advice is advised before imposing any conditions.

**Management team** This is generally more important for a larger business but where there is a key management team, it is essential that the team as a whole is retained and this should be borne in mind during negotiations. Always remember that the key management team it affects could essentially be running off with your investment and worse still, end up as competitors.

**Matters unresolved** It is important that there are no matters left unresolved by the time the sale

is ready to go ahead. If anything material is outstanding the buyer should consider as to how important this is in terms of stopping them from proceeding and they should give careful consideration as to whether an indemnity policy need be taken out. Certain matters may be left unresolved if both parties agree it is only fair and reasonable that the outcome is contingent upon future sales for example.

**Meeting the other side** We recommend that once both parties have established that the circumstances are correct to investigate moving forward towards a deal that they meet informally for a chat together, without the agent being present, the purpose of the meeting being to establish initially whether the two personalities are compatible. If the meeting is successful then a more formal setting is usually arranged for further meetings, some of which may require the agent to be present if the circumstances demand it, usually on larger or more complex deals.

**Meeting with the broker** At Kensington we do not normally become involved with meetings, although if a buyer or a seller wishes us to build a business portfolio for them, we would normally meet them but not in the context of any specific deal. If a deal is particularly complex or large and our presence is deemed necessary we will make the effort to attend the meeting.

**Merging** When an outright sale of the business is not feasible, or there are two businesses in a similar situation which does not warrant outright sale, they may wish to merge. This is a much more complicated route to take as both business owners were previously at their respective helms and but have to work as one unit from now on, usually with only one captain. Such a deal will normally be more complex and take longer typically involving more professional advisers to negotiate the new hierarchy.

**Motivation** It is vital to understand what motivates each party in a deal, be it the buyer or the seller. This will set the background for the negotiations and will help establish which party has the upper hand in terms of calling the shots, although it should be remembered at this stage that this does not mean that one party can trample over the other without expecting ramifications somewhere further down the line.

**Moving forward** Once a deal has been agreed and terms have been set out to the satisfaction of both parties, it is crucial that a swift timetable for going towards completion is set out and that a further timetable post completion is established. If matters drag, one or the other of the parties will lose impetus, which can lead to the deal falling through.

**Negotiation** Negotiation is a subject that warrants several text books in its own right, however the one point that we would like to stress at this stage is that without a broker, negotiations are more difficult and that an ideal negotiation will lead to both parties coming away feeling satisfied.

**Non-competing clause** This means that the seller agrees not to compete with the buyer after the deal is completed and may include certain key staff who were formerly employed by the seller but have to lose their job as a result of the deal. It is crucial that appropriate legal advice is taken to ensure that any non competition clause is fair in order to prevent it being declared void by a court of law.

**Objectives of each party** Both the buyer and the seller should make it clear at the outset why they are entering into this deal to enable the other party to tailor their demands in such a way that the deal can actually happen. While the buyer may have commercial motives for doing the deal that he wishes to remain secret, it is crucial that the seller makes known

to the buyer any matters which may be deemed as untoward and gives the buyer cause to seek legal redress after events.

**Pitching the price** Of course everybody likes to get as much as they can but a business is going to be worth as much as it is worth to the buyer. It is important to gauge initial interest by pitching the price at the correct level. It is not easy to raise a price from the advertised level once negotiations have begun so make sure you are not being undersold. Usually the broker will give this point careful consideration at the time of the initial contact with the seller, although in some trades there are more or less fixed valuations over which the seller will have very little control.

**Post-sale** After the sale is completed, the broker will normally remain in contact with both parties to ensure that there are no matters which remain unresolved or are giving cause for concern. Sometimes issues arise which are due to a misunderstanding and can usually be cleared up quickly with the co-operation of all parties.

**Preparing customers** Once a deal has been agreed, it is essential that customers are prepared for the changeover if it is going to affect them in any way. Often this means reassuring them that the original owners are still working in the business. After the new owners have eased themselves into position the former owners will usually fade into the background, either immediately or stage by stage, becoming consultants and eventually vanishing altogether.

**Preparing staff** Some businesses are sold without the knowledge of the staff and it is dropped on them like a bombshell. Whilst it is essential not to create a situation of uncertainty amongst staff, especially prior to a sale, the seller should think most carefully about how he is going to break the news to

them and when. In the case of more senior staff, or key staff, it may be advisable to bring them into the negotiations at an early stage ; however each situation should be judged on its own merits.

**Preparing suppliers** Suppliers need normally only be told of the change after it has happened, although it needs to be borne in mind that the credit status of the company may change, especially if there is a personal guarantee on any accounts and it should be noted that the former owners of the business need to ensure that the guarantees are removed.

**Property** If the business premises are to be sold as part of the package, this should usually be made clear early on. If a lease is involved, it is essential that full details of the lease and any changes which are pending are made clear to a potential buyer. It also needs to be borne in mind that if the buyer is not going to require the seller's premises or in the case of a merger there will be a rationalisation leading to premises that are surplus, that this issue is addressed early, as it is often a major part of the financial consideration.

**Quality of enquiries** At Kensington we firmly believe in screening enquiries at the outset and ensure that you do not waste time with tyre-kickers and other agents pitching for business. Whilst this may reduce the number of enquiries, it will mean better quality enquiries which ultimately means a quicker sale with more beneficial terms for the seller.

**Research of buyers and sellers** At Kensington we believe that both the buyer and the seller need to be properly understood which is why we make both parties fill in a detailed questionnaire at the outset. Each party should undertake further research on the other especially for a larger deal to clarify what their financial position is. If one can ascertain early on that the seller is in financial difficulty one may be able to

obtain a better price and conversely, if it can be established that the buyer is not in a position to fund a deal, then one does not waste time.

**Restrictions** This normally refers to restrictions placed upon the buyer or the seller before, during and after any negotiations and also following the completion of the sale. Restrictions can vary from forbidding a seller to go into the same business line for a period of time or selling in a geographical area. Similarly, they may be restricted from making any reference to the sale once it is complete in order to disassociate their name or pre-empt them from giving any opinion. Always take legal advice prior to proposing restrictions.

**Screening** Once a list of potential purchasers has been established or, in the case of buyer potential targets has been established, the agent will work with the relevant party to screen applications as industry knowledge from the client is going to be infinitely more accurate than that of the agent.

**Site visits** It is often necessary for the buyer to visit the seller's premises and the seller will probably not want the staff to know what is going on. The buyer will be made aware of this at the outset and some excuse or cover will be found.

**Size of company for sale** It is important to use a broker who is able to handle the size of your deal. Some brokers will only handle up to a maximum amount and others will not deal below a certain amount.

**Solicitors** The role of the solicitor is to ensure that all documentation is in order and all facts are disclosed properly on the contract. It is useful to be aware that an unscrupulous solicitor may see this as an opportunity to delay the deal by finding unnecessary complications for which they will charge extra. On a smaller deal, the

parties may decide it is not worth engaging a solicitor and simply draw up a contract between themselves. At Kensington we firmly believe that solicitors should be used but under the strict supervision of the broker who at all times will be managing the sale.

**Specialist Help** Some industries will require external specialists to assist in areas such as valuation of stock or environmental remediation. It is essential that if it is felt there is a need for a specialist to be involved, that the parties concerned agree on how much they are going to pay towards this and to whom the specialist will report.

**Staff retention** Whilst the buyer will be keen to ensure that certain staff members are retained, it is usually helpful if the seller gives some guidance on the matter. If the staff are not to be retained, specialist advice needs to be given regarding redundancies.

**Stalled negotiations** Negotiations often stall at various stages and for a variety of reasons. This is when the broker comes into their own as a third party who is independent and is able to speak to each side individually and report back, which manages to defuse much of the emotional element and remove misunderstandings, which lie behind most stalled negotiations.

**Synergy** This refers to a situation where the outcome of the deal is that the sum of the parts is greater than the individual parts. Very often a buyer looks to achieve synergy through acquiring or merging with another company.

**Taxation** Inevitably, the Chancellor wishes to get his hands on the proceeds earned from this deal and it is essential that the deal is structured in such a way to minimise the tax paid by the seller. The buyer will also be concerned that there are no hidden tax liabilities

which may potentially transfer to him after the purchase and it is possible to take out insurance against this. Once again, specialist advice is needed.

**Terms** The terms of the deal should be clearly laid out early on once there is a deal on the table. The exact details will vary from deal to deal and may vary back and forth between the two parties in terms of give and take. One can expect the eventual terms to be broadly in line with the original terms as discussed unless something untoward or material comes out during negotiations.

**Timing** Timing is everything. There are certain points in the year when a businessman will not consider taking his eye off the ball, for example during the busy season, or when the accounts are being prepared. Both parties should understand that the timing can affect the price of the deal and the whole deal itself. Where undue pressure is placed upon either party or if one of the parties seems to be delaying, careful consideration should be given as to the reason why this is taking place and it is not unreasonable to expect a rational explanation.

**Understanding the business** There are many types of businesses out there and the person often feels he has the ability to learn a new business. While this may indeed be true, if one is entering into uncharted waters without any support or understanding of a marketplace, they should remember that it is usually a recipe for disaster. An experienced businessperson who has exceptional talent and wishes to go into a new field should request that the seller remains behind for some time to teach them the ropes so they can pick up the business. This is often a good idea for a seller who is struggling to find a buyer but we would advise the seller to ensure that they do not get pulled into the business for too long. At Kensington, where we screen potential buyers, we ask about their experience in the field of business which they wish to acquire.

**Upfront fees** At Kensington we believe upfront fees should not be paid except for any sundry listing fees or specific campaign fees. If you have been asked for upfront fees by a broker you should be extremely wary and you will probably find in the first few weeks or months, that they will be bending over backwards for you, giving you many leads. What actually counts is the end result. At Kensington we firmly believe that our fees should be based on results and any broker who is not competent enough to base their fee upon a result should be treated with caution.

**Valuation** The business is worth as much as someone is willing to pay for it. However, there are some assets which have precise valuations upon which both parties can easily agree. We should remember at all times that just because you think something is worth a particular amount, this does not mean it is worth the same to a buyer. Conversely, there may be situations where you think something is of little of value but a buyer is most keen to get his hands on it. The best way to achieve maximum value for your business is to sell at a time of your choosing and not when you are forced into it by circumstances.

**Verifying identity** You may be asked to verify your identity by the agent as part of compliance with Money Laundering Regulations, and you should not be unduly disturbed by this. You should ensure that your counterparty is genuine and is not on a "fishing trip" to find out commercially sensitive information on behalf of a third party.

**Warranties** The seller may be asked to give a warranty to the buyer regarding various contingencies that may or may not crystallise and you may be asked as a seller to find an insurance company wishing to underwrite such a warranty as the buyer may not be willing to rely upon your solvency some time in the future. You may be asked to deposit some money by a

solicitor as a potential payback in the event that something goes wrong during the defined period.

**Working together** At all stages it is essential the buyer and seller work together to achieve the common aim which is a successful deal. You may have to put aside prejudices in order to achieve the deal. Remember at all times that this is a business arrangement and not a dinner party and the fact that you may not like the people you are dealing with is not necessarily a reason to walk away, although you have to ensure that there is trust between each other.

**X-Rays** We are not blessed with the ability to see through items without the use of an x-ray machine, so if you think something is being hidden from you it is essential that you dig deeper. In terms of finance a good accountant who performs due diligence should be able to find out whether the trust is being misplaced or not but there are of course other aspects to business which you will need to delve into yourself. Normally, the more you dig, the more you find, but there is a point upon which you have to decide enough is enough, although at all times if you find something which is genuinely untoward, you should continue to ask questions.

**You** This is probably the most fundamental area of doing the deal. It boils down to one thing, what do you want to get out of it?

## Zeal

It is important for both sides to be brisk and business-like about the deal. It is important that neither party displays too much zeal as the other party may be asking themselves what all the rush is about.