



A Legal Perspective on the Cooperation Agreement in Cash on Delivery (COD) System

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Abstract:

The purpose of this research is the Cooperation Agreement between the Goods Delivery Service Company and the Courier in the Cash on Delivery System. This research uses empirical research method. The research location is Ninja Xpress Gorontalo City. The data obtained are primary and secondary data. Data collection techniques used by the author are observation, interviews and literature. The research results obtained Every agreement must be carried out in good faith, as found in Article 1338 Paragraph (3) of the Civil Code regarding the principle of good faith, which reads "Agreements must be carried out in good faith". This article determines that agreements are made in good faith by those who make them. The most important thing in the implementation of an agreement is to determine when the agreement begins, considering that from that moment the rights and obligations of the parties to the agreement arise. In general, an agreement occurs after an agreement between the parties, since there is an agreement, then from that moment an obligation has arisen. In addition, the contents of the agreement between Ninja Xpress and couriers consist of the scope of the agreement, validity period & termination of the agreement, agreement of the parties, work compensation, dispute resolution, tiering system, COD scheme, awards or awards for the best rider/driver and sanctions for violation of procedures. The form of agreement between the courier and Ninja Express is a partnership agreement which can be in the form of a digital agreement or print out agreement.

Keywords: Agreement; Courier; COD; Goods Delivery Service

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Introduction

The era of globalization has had a real impact on the use of technological means electronic nor information, progress the Also give impact on people's lifestyles. Globalization also has an impact on all aspects of life. The development of information is unavoidable and as social beings we must be able to accept this development. In the era of globalization, humans will always be connected with technology which the more develop rapidly. Utilization technology have a role Which Good For development economy. Trading is field activities that are very important in the life of Indonesian society. Trade is an exchange goods, service And Also data through agreement transaction between two parties which occurs by agreement both. (Romindo et al. 2019)

The use of technology in the world of trade is very helpful for the development of national and international trade. Technological developments provide new atmosphere in a system of legal order, namely cyber law. The existence of this cyber law was formed UU ITE 11/2008 so that give security public For take advantage of technology And with exists Constitution This can minimize risk crime cyber. (Perwira and Rosando 2022)

According to Galih Yogi Megandari, currently the business world is getting more advanced, especially now that business can be done online or commonly called E-Commerce easily. For some companies today, E-Commerce is a trading center which includes the process of selling, developing, servicing, and paying for all products and services sold. Buy E-Commerce is something media transaction seller and buyer in a manner on line. Utilization of the internet as a medium for online trading transactions has been utilized in all companies. (Harun, Dungga, and Tome 2019)

In addition to the easy buying and selling process, the payment system used in online shopping also practical. Buyer generally do transfer a number Money worth product purchased from the seller through a bank account. However, it turns out that paying with this system has quite a big risk due to the possibility of fraud or fraud by seller. Based on matter the appear system payment other Which considered safer with a lower level of risk, namely cash on delivery (hereinafter referred to as



COD Mechanism system payment through COD on marketplace done by paying an amount of money in accordance with the number of items ordered when the goods arrive at the destination address or address of the buyer (Ardhana and Kasim 2022). When the order has arrived at the buyer's address, payment is made before checking the suitability of the goods ordered. If the order ordered is not appropriate, a guarantee will be received in the form of a complaint about returning goods, by submitting a return of goods through the features provided there is in E-Commerce. Enforced restrictions when somebody a number of the next time you return an item, the COD feature will be deactivated, because the request for a return is very high harm seller. Delivery finished if goods Already until to address the buyer, has been checked according to the order, and payment has been completed done. (Putri and Dalimunthe 2021)

The development of modern society is mainly marked by the existence of high mobility in people's lives, both the mobility of people (people) and goods. To fulfill these demands, some people take advantage of this condition to become a business or business opportunity by opening a business engaged in the service sector transportation of goods/delivery of goods which is better known as the expedition. Zainal Asikin, explained that: Transportation plays an absolute role, because without transportation the company will suffer difficulty for can walk. Because mark something goods No only depending on the goods themselves, but also depending on the place where the goods are located, so that by transporting the value of an item will be increase. (Asikin 2016)

The agreement for the transportation or delivery of goods is a reciprocal agreement between the carrier and the sender, in which the carrier binds himself to carry out the safe transportation of goods and or people from a place to a certain destination, while the sender binds himself to pay for the transportation.

In principle, an agreement applies to the party making the agreement itself From the formulation of the agreement, it can be seen that the elements of the agreement include the following: (PNH Simanjuntak 2017)

- 1) the parties;
- 2) There is an agreement between the parties;



- 3) There is a goal to be achieved;
- 4) There is a performance to be performed; and
- 5) There is a certain form, either oral or written and there are certain conditions.

Article 1338 paragraph (1) of the Civil Code states that a binding agreement is only a valid agreement. The legal requirements for an agreement are regulated in Article 1320 of the Civil Code. On Chapter 1320 KUH Civil mention that For legit something agreement must fulfill 4 conditions which are the agreement of those who bind themselves, the ability to make an agreement, a certain thing, a halal cause (allowed). (Mukaromah, Bachtiar, and Putra, n.d.)

Based on the explanation of the article above, according to Article 1338 of the Civil Code, agreements that are made legally and bindingly apply as law to the parties who make them, cannot be canceled without the consent of both parties and must be executed in good faith. One form of agreement that will be the subject of discussion in this study is the agreement made between a freight forwarding Service Company and a courier in the COD (Cash on Delivery) system.

Freight forwarding services (expedition) is a company engaged in the delivery of goods which is currently growing rapidly in the business world. Companies engaged in this field compete to provide the best service to their customers, both in terms of timeliness to the accuracy of the arrival of goods at their destination and in the system of goods delivery transactions related to customers. Transportation or delivery of goods has now become a necessity for modern society, considering that the use of these services is felt to be more effective and efficient in distributing goods from one place to another. (Kamal and Widjajanto 2017)

Based on this fact, currently many companies provide freight forwarding services, one of which is a freight forwarding service company which is currently experiencing rapid progress, namely Ninja Xpress In the world of e-commerce, buying and selling transactions are carried out by two parties between the seller and the buyer who buys traded merchandise or orders food. which are in demand by consumers who are also interested in the purchase, then make the payment method that has been provided by the company or service company, then not only both



parties carry out buying and selling activities, there is a third party, namely the courier in delivering goods as a service. (Mahendar and Budhayati 2019)

A covenant is an act by which 1 (one) or more person binds himself to 1 (one) other person or more. Thus, Ninja Xpress Gorontalo City in its business development cannot be separated from the name of the agreement if it will carry out cooperation. Essentially an agreement applies to the party conducting the study itself.

Method

The type of research used is Empirical legal research in completing research findings related to the object of research. This research is an empirical legal research that is used as a method to study an applicable legal provision, as well as how the realization and reality of these provisions in people's lives.

Discussion

The Occurrence of A Cooperation Agreement Between The Freight Forwarding Service Company (Ninja Xpress) And The Courier In The Cash On Delivery System

Basically, the similarity between conventional buying and selling activities and buying and selling online is that there is at least one agreement that binds the parties involved in it. ¹² In buying and selling online, there are third parties as intermediaries who are also involved in the sale and purchase agreement between the seller and the buyer. Even though they are not directly involved, the intermediary works for a goods delivery service company which is bound by a goods delivery agreement with its service users, namely seller. Subekti argue that agreement delivery the is an agreement between 2 (two) parties, in which one party undertakes to carry goods from one place to another safely, while the other party undertakes to profitably bear the costs. The agreement is periodic in nature as linked to Article 1601 of the Civil Code, in which the contractual relationship between the goods delivery service company and the seller or buyer does not still. (Pernando, Azheri, and Fauzi 2021)

Transaction in shopping on line is law civil which appear from as a result of an



agreement. In conducting trade agreements have a very complex meaning for seller and buyer. Agreement as amplifier, guidelines and is real evidence for sellers and buyers if there is fraud. Agreements can be said to have legal consequences and give rise to rights and obligations that must be fulfilled therein. The sale and purchase agreement is explained in Book III of the Civil Code, there are 3 principles used to implement an agreement. Among them are the principles of freedom of contract, consensualism, and good faith. The agreement can be canceled if the subjective conditions are not met. However, if the parties agree to the contents of the agreement, then agreement can next and become agreement which legitimate. Agreement can cancelled by law if one of the objective conditions is not fulfilled and there is no agreement previously. (Mulyantoro and Rizka 2020)

Every agreement must be implemented in good faith, as Article 1338 Paragraph (3) of the Civil Code has found concerning the principle of good faith, which reads "Agreements must be implemented in good faith". This article determines that the agreement was made in good faith by those who made it. (Khairandy 2015)

Even in online or internet buying and selling agreements, it must be carried out in good faith, so that the entire buying and selling process runs smoothly and does not harm any of the parties involved in the sale and purchase agreement. Good faith in an agreement must exist since the new agreement will be concluded, that is faith Good There is on moment negotiation deal agreement, faith Good in the agreement must exist before the agreement is made, and during the implementation of the agreement until the agreement is fulfilled. (Harun, Dungga, and Tome 2019)

Article 1313 of the Civil Code, states: "An agreement is an act by which one or more people bind themselves to one or more people". The agreement is a source of engagement in addition to other sources, namely the Law. This can be seen from Article 1233 of the Civil Code which states that: "Each agreement is made good because of approval, good because of the law" (Sari and Suyatna 2018)

An agreement is an act carried out between one or more people to agree to bind themselves to one another. Delivery of goods by the sender to the recipient can be categorized as an agreement (Patria and Ariana 2020). Thus, Ninja Xpress in its



business development cannot be separated from the name of the agreement if it will carry out cooperation. In principle, an agreement applies to the party making the agreement itself.

Matter most important in implementation agreement is determination since When start of the agreement the. Determination validity something agreement is matter which important, bearing in mind that since then the rights and obligations of the parties to the agreement have arisen. In general, happening something agreement after exists agreement between para party, since there was an agreement, then it has happened since then agreement. (Adinata 2017)

The agreement will only have legal consequences if it fulfills two conditions. The first condition is that the purpose of the agreement has an appropriate or appropriate basis. The second requirement is that the agreement must contain a legal nature. A good agreement must be made consciously by the parties and without any pressure and must fulfill the legal requirements of the specified agreement, namely: (Patria and Ariana 2020)

- 1) There is an agreement from the party;
- 2) The ability to make something engagement;
- 3) something certain;
- 4) some reason it doesn't forbidden

In addition, the agreement also contains elements in the agreement, namely:

- 1) There are parties
- 2) There is an agreement formed contract
- 3) The deal was shown to have an effect law
- 4) There is an object certain

In connection with Article 1800 of the Civil Code, the courier can be said to be a party that replaces the goods delivery service company in exercising the power of attorney given to him by the seller. In this case, according to Article 1803 of the Civil



Code, the company is fully responsible for the courier who represents it in carrying out its duties. The company is also responsible, both for mistakes made by the courier on purpose, as well as other omissions that occur, as stipulated in Article 1801 of the Civil Code. In the case of delivery of goods carried out by courier, so in a manner No direct Also can said that courier is a party that the goods are entrusted by the seller through a goods delivery service company to the buyer. Custody in question is an activity carried out to receive, bring and or deliver packages from the sender to the recipient by charging a fee. In accordance with the provisions in Article 1706 of the Civil Code, the courier as the recipient of the deposit is obliged to take care of the goods entrusted to him as well as he can take care of his goods Alone.

Appearance various marketplace And company delivery goods is proof from the development of technology and the use of the internet. Ease of use, rates and flexibility become characteristic main company delivery goods. Matter this push field creation Work for Lots person as partners they which role as courier. The company creates an agreement that is born through a cooperation agreement or more popularly known as a partnership agreement to carry out cooperation a job certain.(Simbolon 2022)

Ninja Xpress is a technology-based company with a complete service that can make it easier for people to deliver goods throughout Indonesia. Ninja Van/ Ninja Express was established in 2014 and entered Indonesia in 2015 with one of the services offered being COD. The COD fee offered is also quite competitive so that not a few consumers use Ninja Xpress services. Ninja xpress as a goods delivery company that works with couriers as intermediaries who will deliver orders directly to buyers in the *Cash on delivery system* , of course, has a cooperation agreement between the two. The cooperation that exists is stated in the agreement written which become room scope Work the same between ninja's xpress and Rider SPH Ninja which is a collaborative partnership related to goods delivery activities.

In explanation Invite – Invite Number 20 year 2008 about Business Micro, Small and Medium Enterprises article 1 number 13 states the principles of a partnership relationship, namely cooperation in business relations, both directly and indirectly, with the basic principle of :



- 1) Trust each other
- 2) Strengthening
- 3) Need
- 4) Benefit the parties involved in Micro, Small, Medium Enterprises and large enterprises

Partnership is connection which arise between people with person for running a business with the aim of making a profit. The relationship arises based on contracts stated directly or indirectly. Partnerships can only exist based on the wishes of the parties who create them. The partnership agreement is a private domain that is subject to BW. Partnership agreements to carry out work are not subject to the public domain as regulated by the government. The parties have the freedom to determine the content of the agreement, the form of the agreement and to whom to bind themselves. This is known as the principle of freedom of contract. The government does not have to intervene to determine the content of the Agreement. In general, a person is interested in entering into an agreement because of the promises offered. People will put their trust, then promises and contracts emerge. Usually the terms of the partnership agreement have already been determined by the courier company, you only need to read it and then agree or disagree. Rarely do companies give couriers the space to negotiate the clauses in the agreement. As in the cooperation agreement between sph ninja and ninja companies xpress.

A standard agreement or clause is a concept of written promises. Compiled without talking contents and normally poured to in a number not limited agreement of a certain nature. The standard clause is also an agreement whose contents are standardized and set forth in form form in the practice customers No followed in making agreements in determining the articles contained so that there is no balanced negotiation between the parties party.(Maulana et al. 2021)

As for Provision Special the can refer on provision Fellowship Civil law in Article 1618-1641 of the Civil Code, namely the legal relationship between service company parties service And courier as partners listen enter something capital as



surrender namely (inbreng). Based on existing legal facts, partner status or the concept of "partner" in the practice often abused, because status partners Which No exists element wages and orders from service companies, the labor law in this case cannot be applied. Article 11 in the law regarding MSMEs mentions several objectives of the existence of a partnership, namely as following:

- a) Realization of partnership between micro and UKM.
- b) The goal is to build partnerships between micro, small, medium and enterprises big.
- c) Build relationship which each other profitable in transaction commercial between micro and small businesses and medium.
- d) Recognizing the emergence of mutually beneficial relationships in trading between micro, SMEs, SMEs and companies big.
- e) Establish a negotiating position in the implementation of micro transactions and UKM.
- f) Promote the development of marketing strategies in UKM.
- g) Unfair management and prevention of competition by certain individuals or groups by SMEs (Sinaga 2021)

In the partnership agreement entered into by the parties there is a form of internal partnership micro, small, medium enterprises include:

- 1) The identity of the parties make
- 2) What is a business activity 3 Rights and obligations of the parties making the agreement
- 3) Implementation period
- 4) Development form
- 5) Payment method
- 6) Disputes in the event of a dispute.

Form Agreement Between Ninja Xpress And Courier In Cash On Delivery System

The contents of the agreement are things that are expressly specified in the agreement. The things that are expressly specified in the cooperation agreement between Ninja Xpress and the courier are the partner relations that have been regulated in the contents of the agreement where the cooperation agreement carried out has three parts, namely the introduction, contents and closing sections. Partnership agreements can be in the form of digital agreements or print out agreements. The contents of the agreement between the partner courier and the Ninja xpress company include:

1. Scope Agreement
2. Validity Period & Termination of the Agreement
3. Para Agreement Party
4. Top Rewards Work
5. Completion Dispute
6. attachment to the Sph Ninja cooperation agreement containing:
 - a) System Tiering
 - b) OCD scheme
 - c) *Award or best rider/driver award*
 - d) Sanctions for violation of procedures (*Quality Recovery*)

Thus a case agreement is printed from ninja xpress that needs to be marked handling the courier. After being declared accepted, the courier comes to the office and is confronted with the agreement that has been set by the company. The courier is required to read and sign the agreement. During an interview with Ninja Xpress staff, Gorontalo City, Moh. Reynaldi Hasan said that this agreement was made to serve as a reference material for couriers as long as they are still partner couriers because the agreement contains various rules and it is expected that couriers at Ninja Xpress can comply. ("Wawancara Yang Dilakukan Tanggal 11 Februari 2023 Dengan Bapak Moh. Rildan Ismail Selaku Kurir Di Ninja Xpress Kota Gorontalo," n.d.)



Very seldom there is company which give room on courier for negotiating the clauses in the agreement. Likewise the results of interviews conducted with Moh. Rildan Ismail, who is a ninja xpress courier for the city of Gorontalo, said that before enter as courier partners There is agreement Work The same Which must in sign handle without any negotiation from the courier because the agreement has been made by the company and the courier only needs to read and sign. ("Wawancara Yang Dilakukan Tanggal 11 Februari 2023 Dengan Bapak Moh. Rildan Ismail Selaku Kurir Di Ninja Xpress Kota Gorontalo," n.d.)

In general, someone is interested in entering into a contract because there are promises offered. People will put their trust, then promises and contracts appear. Implementation of the agreement, is a form of implementation of the rights and obligations of each party involved in the agreement. The manifestation of the implementation of rights and obligations in law is referred to as achievement. In the goods delivery agreement between Ninja Xpress and the courier, the rights and obligations of each party are clearly regulated in the agreement. Reciprocal obligations and rights of parties arise due to legal events in the form of actions, events or circumstances. These legal events can originate from agreements or laws.

Conclusion

Right and obligation which arise from agreement. This is no regardless relation with a theory that explains the position between the rights and obligations that will be carried out by each party. Which is the principle of good faith regarding the implementation of an agreement. Good faith principle can find in Chapter 1338 Paragraph (3) Civil Code Which states that an agreement must be implemented in good faith. Agreements must be carried out in good faith meaning that implementing agreements must pay attention to or comply with compliance norms, customs and laws in order to fulfill the demands of justice as stipulated in article 1339 of the Civil Code. Article 1339 states that an agreement is not only binding for things expressly stated in it, but also for everything whose nature is an agreement required by decency, custom or law. The form of the cooperation agreement made between Ninja Xpress and the courier is almost the same with agreement partnership other where agreement which done parties stated in the contents of the agreement which was



made in writing and signed by both parties as a binding force when carrying out the partnership.

Recommendation

In every agreement cooperation, must there is principle balance between second split parties, so that neither party gains nor is harmed. In addition, it is advisable for the founders of the courier service to be careful in running the partnership business because before carrying out the business the parties have made an agreement in the form of a cooperation agreement, so the parties must comply with the agreement and in connection with the settlement of disputes in order to reach an agreement then a settlement procedure is necessary. With the creation of new rules as a legal umbrella for the parties to the partnership agreement, it is hoped that they will be able to fulfill their rights and obligations and resolve disputes for the parties to the cooperation agreement partnership.

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