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# Courier Assistant Service Practices at Shopee Express Courier Partners from a Contract Law Perspective

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#### Abstract:

This study analyzes the practice of assistant couriers employed by Shopee Express partner couriers from a contract law perspective. The relationship between Shopee Express and partner couriers is governed by a legally binding partnership agreement. However, the existence of assistant couriers hired by partner couriers lacks a clear legal basis within the agreement. This phenomenon raises potential legal issues, particularly concerning liability for lost or damaged goods during delivery. Based on the principle of freedom of contract in Article 1338 of the Indonesian Civil Code, partner couriers and Shopee Express have the right to agree on the terms of their employment contract. However, the use of assistant couriers without Shopee Express's approval may violate the validity conditions of contracts under Article 1320 of the Indonesian Civil Code. This study recommends that Shopee Express establish clearer regulations regarding the involvement of assistant couriers to ensure legal certainty and protection for all parties involved.

Keywords:

Assistant couriers; Shopee Express; contract law.

#### Abstrak

Penelitian ini menganalisis praktik jasa kurir pembantu yang dipekerjakan oleh mitra kurir Shopee Express dari perspektif hukum kontrak. Hubungan antara Shopee Express dan mitra kurir diatur melalui perjanjian kemitraan yang mengikat secara hukum. Namun, keberadaan kurir pembantu yang dipekerjakan oleh mitra kurir belum memiliki dasar legalitas yang jelas dalam perjanjian tersebut. Fenomena ini menimbulkan potensi permasalahan hukum, terutama terkait dengan tanggung jawab atas kehilangan atau kerusakan barang selama pengiriman. Berdasarkan prinsip kebebasan berkontrak dalam Pasal 1338 KUH Perdata, mitra kurir dan Shopee Express memiliki hak untuk menyepakati isi perjanjian kerja. Namun, penggunaan kurir pembantu tanpa persetujuan Shopee Express berpotensi melanggar syarat sahnya perjanjian dalam Pasal 1320 KUH Perdata. Studi ini merekomendasikan agar Shopee Express menetapkan regulasi yang lebih jelas terkait keterlibatan kurir pembantu guna memastikan kepastian hukum dan perlindungan bagi semua pihak.

Kata kunci: Kurir pembantu; Shopee Express; hukum kontrak



#### I. INTRODUCTION

The rapid development of technology, information and communication in the digital era has had a significant impact on various sectors of life, especially in the economic and business fields. One of the sectors most affected by these technological advances is the trade and logistics sector. Along with the development of *e-commerce* (electronic commerce), the need for a fast, efficient, and safe delivery system is increasing. To meet this need, many logistics companies offer a wide range of freight forwarding services, including courier services that are the main element in the distribution of goods from sellers to buyers.

The rapid development of digital has caused business actors to direct sales not only in conventional ways but also sales through e-commerce such as Shopee. With the development of online buying and selling through e-commerce such as shoppes which has now grown rapidly in Indonesia.<sup>1</sup>

One of the largest logistics companies in the freight forwarding industry in Indonesia is Shopee Express, which is part of Shopee, an e-commerce platform that is quite very popular in Southeast Asia, which is included in Indonesia. Shopee Express is an expedition service launched by Shopee, one of the e-commerce with the largest number of users in Indonesia, to improve the experience and make it easier for sellers and buyers.

In the freight forwarding industry, there are laws that regulate for the benefit of companies, partners and also consumers, one of which is the law of contract between Shopee Express and courier partners, but what is new in the field is that there are freelancers with the term auxiliary courier employed by official courier partners.

In this practice, official courier partners hire couriers outside of the central Shopee Express, usually in one delivery of packages the official courier partner gets a wage of IDR 6,000 and then with the existence of a wage assistance courier will be divided into IDR 3,500 for auxiliary couriers and IDR 2,500 for courier partners, in this practice it is hoped that official courier partners can send as many packages as possible.

This phenomenon indicates the importance of a more in-depth analysis of the legal aspects of the contract in the relationship between Shopee Express and the driver. The official courier activity of looking for an auxiliary courier can affect Shopee Express' responsibility for delivery activities, without an agreement that can provide convenience in shipping goods to consumers in the event of an error or unwanted things.

In the context of contract law, the relationship between a courier and an auxiliary courier can be seen through several articles in the Civil Code (Civil Code). For example, Article 1313 of the Civil Code<sup>2</sup> defines an agreement as an act in which one party promises the other party to do something. In this case, a courier who hires an auxiliary courier can be considered a party who makes an employment contract based on a specific agreement.

Furthermore, Article 1803 of the Civil Code declares that the company is responsible for the actions of its employees or representatives in carrying out their duties. This shows that Shopee Express has legal responsibility for the actions of couriers,

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<sup>&</sup>lt;sup>1</sup> Alda Meydiyana Sagita and Arikha Saputra, "Perlindungan Hukum Terhadap Konsumen Makanan Impor Tanpa Izin Edar Yang Dijual Melalui Aplikasi Shopee," *AJUDIKASI: Jurnal Ilmu Hukum* 6, no. 1 (2022): 73, 88

<sup>&</sup>lt;sup>2</sup> INDONESIA, "KITAB UNDANG-UNDANG HUKUM PERDATA," n.d.

including auxiliary couriers employed by courier partners. However, in practice, there is uncertainty regarding liability in the event of loss or damage to goods during shipping.

In addition, Article 52 paragraph (1) of Law Number 13 of 2003 concerning Manpower,<sup>3</sup> affirms that everyone who is bound by the employment contract has clear rights and obligations. In this context, even though auxiliary courier services are not officially recognized in the SOP (*Standard Operating Procedure*) of Shopee Express, they are still entitled to legal protection and wages according to the work performed.

This research has also been conducted by Abdul Rofi Mauladi.<sup>4</sup> However, this research is different from the previous research where the focus of this research is on the legal aspects of contracts and the place of research. Another research was conducted by Okky Viola, and friends.<sup>5</sup> However, this research is different from the research of previous researchers where the focus of this research is on the aspect of legal protection of auxiliary couriers in the perspective of contract law in Indonesia.

Based on the description above, this study will focus on analyzing the law of the contract of auxiliary courier services by Shopee Express partners in the implementation of Shopee Express delivery, then the author will question the prohibition of Shopee Express in the employment agreement between Shopee Express and courier partners, as well as the legality of Shopee Express on the role of auxiliary couriers in the framework of contract law in Indonesia.

The purpose of this study is to understand more deeply how Shopee Express regulates employment agreements with courier partners, including the terms, rights, and obligations that apply in their employment contracts. By examining the legal aspects that govern the employment relationship, this study is expected to provide an overview of the extent to which company regulations protect courier partners and ensure a fair and transparent work system.

In addition, this study also aims to find out whether Shopee Express provides legality for the existence of auxiliary couriers employed by courier partners. The existence of auxiliary couriers who are not officially registered in the Shopee Express system raises questions about their legal status as well as implications from the employment and legal protection aspects. Therefore, it is important to analyze how existing regulations accommodate or even ignore their existence in the freight delivery system. Through this study, it is hoped that solutions can be found in overcoming various problems that arise in the working relationship between drivers and freight delivery platforms, especially in terms of fulfilling legal rights, as well as preventing future disputes.

#### II. RESEARCH METHODS

The type of research conducted by the researcher is field research by taking a qualitative data approach. Field research is research that observes and delves into the

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<sup>&</sup>lt;sup>3</sup> PRESIDEN REPUBLIK INDONESIA, "Undang-Undang Republik Indonesia Nomor 13 Tahun 2003 Tentang Ketenagakerjaan," 2006.

<sup>&</sup>lt;sup>4</sup> Abdul Rofi Mauladi, "PRAKTIK JASA KURIR PEMBANTU PADA DRIVER SHOPEE EXPRESS PERSPEKTIF HUKUM EKONOMI SYARIAH," 2024.

<sup>&</sup>lt;sup>5</sup> Okky Viola Adyanata et al., "ANALISIS HUKUM PERJAJIAN KERJA ANTARA SHOPEE EXPRESS DENGAN KURIR BERDASARKAN PERJANJIAN KERJA," *Maret*, vol. 2, 2025.

background of current circumstances, interactions in society, as well as organizations, institutions, and governments, both at the individual and group levels.<sup>6</sup>

The research approach carried out by the researcher is Empirical Juridical. Empirical Legal Research is "a method or method of legal research in which all empirical facts are sampled from human behavior, be it behavior obtained from interviews or verbally or directly observing real behavior. In addition, empirical research is used to be able to observe the results of human behavior, one of which is physical and archival relics, empirical legal research is based on the existence of evidence obtained from experience or observation and analyzed both qualitatively and quantitatively".

Therefore, it can be concluded that this qualitative research method is carried out with researchers who go directly into the field, with an emphasis on a deep understanding of the problem being studied. For this reason, complete data, both primary and secondary data, is needed so that this research is of quality and in accordance with the goals to be achieved.<sup>8</sup>

In this case, the researcher directly observed and researched the practice of maid courier services that took place at Shopee Express in Cilegon City, which was then analyzed using contract law theories. The goal is to be a source of reference for solutions for the community regarding the practice of auxiliary courier services at Shopee Express couriers in Cilegon City. In addition to field research, the author also uses literature research as support, by utilizing various literature relevant to the problem being researched.

#### III. DISCUSSION

# Rules of the employment agreement between Shopee Express and Courier Partners

Shopee Express is a delivery service from the Shopee e-commerce application to send packages or products ordered by consumers through the marketplace, in these activities there are couriers who have the main job in carrying them out, couriers are jobs done by individuals in picking up and delivering goods or products, couriers are Shopee Express employees who have an attachment or working relationship to the company.

The rules of the agreement between Shopee Express and the courier are governed by the contract of agreement made by Shopee Express to the courier partner. The work agreement carried out by Shopee Express and the courier is a partnership agreement, where this agreement exists based on article 1338 of the Criminal Code, which is the principle of freedom of contract and article 1320 of the Criminal Code, which is the legal condition of the agreement. This partnership agreement is not regulated in the Employment Law.

From the results of an interview with one of the courier partners in the city of Cilegon, he provided information that for the courier partner, it was officially confirmed

<sup>&</sup>lt;sup>6</sup> H M Bakry Usman and M Si, METODOLOGI PENELITIAN SOSIAL Penulis: CV DUNIA PENERBITAN BUKU, 2008, www.duniapenerbitanbuku.com.

<sup>&</sup>lt;sup>7</sup> N D Mukti Fajar and Yulianto Achmad, *Dualisme Penelitian Hukum: Normatif & Empiris* (Pustaka pelajar, 2010).

<sup>&</sup>lt;sup>8</sup> Sandu Siyoto and Muhammad Ali Sodik, *Dasar Metodologi Penelitian* (literasi media publishing, 2015).

that the agreement made by both parties was said to be valid and that both parties were involved, including the guarantees and capabilities of the courier partner such as the completeness of a valid driver's license, the minimum age limit that applies, the use of driving safety equipment, comply with all applicable laws related to the operation of goods delivery.

In these terms and agreements, the courier partner is sufficient to meet these conditions, therefore in this case contract law can apply to both relationships. Therefore, in the relationship between Shopee Express and the courier partner, there are benefits to each other, such as providing certainty in the service time in accordance with the applicable SOPs, this makes the Shopee partner able to manage the time better, and can be responsible for the timeliness of delivery to the consumer, by obtaining a contract agreement the courier partner gets protection for the rights of the courier partner such as getting a wage with a definite nominal in each shipment, potential incentive bonuses, and the right to request other other costs related to the shipment.

In accordance with contract law, Article 1338 of the Civil Code affirms that all legally made agreements are valid as laws for those who make them. Paragraph (1): Declares that a valid agreement is valid as law for the parties. Paragraph (3): Affirms that the agreement must be implemented in good faith. So courier partners get protection in the eyes of the legal law so that it can protect them from harmful things such as for example the loss or damage of the goods sent, will get an evaluation of whether negligence from the courier or other parties, according to the source, if there is damage to the product sent, there will be an investigation evaluation from Shopee Express and will be replaced by losses by the company, This can indeed affect the judgment of the courier partner, but at least no material loss is received.

The statement from the official courier partner also states that if there is a problem with a lost or damaged package from the auxiliary courier, the official courier partner still asks the courier to be responsible, and the auxiliary courier is obliged to replace the full package in the form of cash in the amount of the package price listed to the consumer and then the goods are taken home by the auxiliary courier.

In accordance with the rules by the policy service at Shopee that has been approved by the consumer in conducting transactions regarding how to be held accountable for the delivery service in the event of damage to food goods, compensation can be submitted and get liability on the condition of including video evidence or photos of the goods received in a condition that is still sealed or has not been opened until the goods are opened, However, the expedition party is not responsible in the event of a forced or unexpected situation, such as rebellion or natural disaster, if this happens, the agreement that has been agreed upon will be directly canceled for the sake of the law.<sup>9</sup>

In accordance with the principle of freedom of contract in Article 1338 of the Civil Code, namely the freedom to contract and the freedom to choose a binding agreement where a person is free to make the content of the agreement, choose the

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<sup>&</sup>lt;sup>9</sup> Pricellia Griselda Puspitadevi Gunarso et al., "[JURNAL DISCRETIE: JURNAL BAGIAN HUKUM ADMINISTRASI NEGARA] Abstrak Kata Kunci: Corresponding Author," *Jurnal Discretie* 1, no. 2 (2020), https://doi.org/10.20303/jmh.v20i3.253.

subject of the agreement and get the freedom to make or not make the agreement, as long as the agreement does not violate and is contrary to the law.<sup>10</sup>

For the business actor or consumer who makes the agreement, it is also not allowed to get rid of the legal conditions of the agreement as contained in Article 1320 of the Civil Code which contains that the existence of legal conditions of an agreement must have subjective conditions which are meant to be agreements between the two parties and the capacity to make agreements, also the objective conditions in question are the existence of a certain thing and a halal cause.<sup>11</sup>

There are several problems caused by buyers in Cash On Delivery (COD) payments, including buyers who refuse to pay for orders because the goods sent are not as expected. There are also buyers who make fake orders through Cash On Delivery (COD) for a prank or revenge against someone.<sup>12</sup>

There are 2 (two) forms of liability on Shopee Express, the first is COD or *cash* on delivery, this payment method where the consumer pays for the goods when the goods are delivered by the courier and the consumer receives the goods directly, and the second is NON COD, which is the payment made by the consumer at the time of ordering the goods. For the form of COD (cash on delivery) payment method, consumers still have an answer even though there is no payment activity in accordance with article 1458 of the Civil Code, which contains that buying and selling is considered to have occurred when there is agreement regarding goods and prices by sellers and buyers. So even though it has not been handed over and paid, the sale and purchase is considered legal. This is also one of the protections for sellers and courier partners so that they are not misused by consumers who are reluctant to pay for the goods that have been ordered.

#### Analysis of the legality provided by Shopee Express to the auxiliary courier.

The relationship between Shopee Express and courier partners is bound to each other by applicable law, everything is written and can be accounted for in the eyes of the law, but some time there is another phenomenon in the field called auxiliary couriers, auxiliary couriers are daily freelance couriers employed by official courier partners to assist in delivery, according to sources in the process of selling packages per day can be up to 90 packages or more depending on how many courier partners there are register an account with personal identity and car, to get profits through the quantity of the number of packages and pursue the schedule of the number of deliveries, the courier partner hires an assistant courier to share the delivery task, in one package delivery the courier partner

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<sup>&</sup>lt;sup>10</sup> Apriyodi Ali Ali, Dr Achmad Fitrian Fitrian, and M H SH, "Jurnal: KEPASTIAN HUKUM PENERAPAN ASAS KEBEBASAN BERKONTRAK DALAM SEBUAH PERJANJIAN BAKU DITINJAU BERDASARKAN PASAL 1338 KITAB UNDANG-UNDANG HUKUM PERDATA," *SENTRI: Jurnal Riset Ilmiah* 1, no. 2 (2022): 270–78.

Sonia Regina Hutapea, Janus Sidabalok, and Kosman Samosir, "Perlindungan Hukum Terhadap Konsumen Dalam Pengiriman Barang Melalui Perusahaan Jasa Pengiriman Barang," *Jurnal Profile Hukum*, 2023, 51–60.

<sup>&</sup>lt;sup>12</sup> Muharram Wibisana, Jeane Neltje, and Diana Fitriana, "Perlindungan Hukum Bagi Pelaku Usaha Terhadap Tindakan Pembatalan Pembayaran Oleh Konsumen E-Commerce Dalam Sistem Cash on Delivery (COD) Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," KRTHA BHAYANGKARA 17, no. 2 (2023): 437–64.

<sup>&</sup>lt;sup>13</sup> I Gede Vera Yudana, I Nyoman Putu Budiartha, and Desak Gde Dwi Arini, "Perlindungan Hukum Terhadap Pelaku Usaha Melalui Sistem Cash on Delivery Pada Marketplace," *Jurnal Interpretasi Hukum* 3, no. 3 (2022): 379–85.

gets a wage of IDR 6,000 with the existence of an auxiliary courier the wage will be divided in two, the courier assistant can get IDR 3,500 per package and the official courier partner gets IDR 2,500 with the official partner's account capital and *Barcode scanning* or the barcode reading process uses the device in the Courier Partner's special application feature.

According to the statement from the source, the wages given to the auxiliary courier are paid per 15 days according to the salary from Shopee Express on the 10th and 25th, but there are also couriers who ask for daily payments and since 2024 the official courier partners and the auxiliary courier have agreed to pay and receive salaries following the salary from Shopee Express.

In delivery activities, there are several things that may happen, therefore Shopee Express makes the terms of an agreement that regulates the rights and obligations between the parties involved. Here are some key points of the applicable terms of service:<sup>14</sup>

- 1. General Terms: This Agreement regulates the rights and obligations of the Driver-Partner as a delivery service provider for Shopee. By signing a statement of consent, the Driver-Partner agrees to be bound by the terms of such service.
- 2. Responsibilities and Liabilities: Driver-partners have a responsibility to ensure timely and quality delivery. High cancellation rates can be detrimental to Shopee's customer experience and reputation.
- Cancellation Arrangements: Shopee reserves the right to set policies regarding orders and cancellations, including product types, locations, and acceptable reasons for cancellation.
- 4. Complaint Handling: Any complaint between the Driver-Partner and the customer must be discussed directly during the delivery process.
- 5. Legal Protection: This agreement also covers legal protection for couriers, including the company's liability in the event of a work accident and preventive protection.
- 6. Insurance Liability: For high-value goods, shipping must be accompanied by insurance. Proof of receipt such as a photo of the package upon receipt is also required.<sup>15</sup>

The phenomenon of auxiliary couriers is part of the cooperation between courier partners and third parties without the knowledge of Shopee Express, according to the source, only courier partners have a work agreement with Shopee Express, so the auxiliary courier is included outside the company agreement. Therefore, it is very unfortunate that even though the auxiliary courier does his work in accordance with the applicable SOP or punctuality, the auxiliary courier does not get his rights like the courier partner, but according to the source, his party still distributes the incentives to the auxiliary courier by dividing the incentive income in bonus terms to them.

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<sup>&</sup>lt;sup>14</sup> Shopee, "Ketentuan Layanan Mitra Pengemudi Shopee Dan SPX Non-Standard," November 2024, https://help.shopee.co.id/portal/4/article/71206-Ketentuan-Layanan-Mitra-Pengemudi-Shopee-dan-SPX-Non-Standard.

<sup>&</sup>lt;sup>15</sup> Dianisa Rofifah, "Shopee Express Dalam Sorotan: Kewajiban Pertanggungjawaban Atas Kerusakan Pengiriman," December 8, 2024, https://www.netralnews.com/shopee-express-dalam-sorotan-kewajiban-pertanggungjawaban-atas-kerusakan-pengiriman/ejFHOE10cTIzTHpmaitnWktVYWNYZz09.

According to the source, the practice of this auxiliary courier service has existed since the last 3 years from 2022 and almost all official courier partners use this service practice and have auxiliary couriers to help deliver packages to meet the target of delivering goods faster and can even exceed the number of packages when there is an *event* or celebration of the Shopee Sale on the twin dates.

According to a resource person from Shopee Express, namely the Cilegon branch Warehouse Manager stated that until now there has been no written regulation from Shopee Express in the practice of auxiliary couriers or commonly known as KuDa (Impromptu Courier), where the practice has not been given legality by the company, but in practice the resource person admitted that he had given several reprimands to courier partners who had problems due to using auxiliary couriers, Because according to the resource person, the use of auxiliary couriers is understandable if only in certain situations, for example, overloaded delivery or excessive package load at the time of the Shopee event on the twin dates, there are obstacles in sending packages by partners, because it can be a form of responsibility from partners so that packages that have been taken from the warehouse cannot be returned and must be received by consumers without delay. One form of reprimand given to partners due to the mistake of the assistant courier starts from verbal reprimands to unilateral termination of the partner by the warehouse manager.

In my opinion, regarding the auxiliary courier employed by the partner, it is not in accordance with the agreement made by Shopee Express and the official courier partner, because if the official courier partner wants to employ a third party, it must have permission from Shopee Express in accordance with Article 1320 of the Indonesian Civil Code, namely the agreement of the parties and the capacity of the parties, Because as Shopee Express that employs official courier partners, official courier partners do not have the capacity to recruit other parties to carry out their work. Also I think it can be a good step if Shopee Express can make a contractual agreement with an auxiliary courier that can be submitted by an official courier partner if needed in order to provide comfort and security by each party and there is a law that protects each party's rights, if there is no right step to be a middle ground for the case, it is feared that there will be many losses from all parties.

#### IV. CONCLUSION

This study examines the practice of auxiliary courier services employed by Shopee Express courier partners from a contract law perspective. Based on the analysis carried out, it was found that the relationship between Shopee Express and the courier partner is regulated through a legally binding partnership agreement. However, the existence of an auxiliary courier employed by the courier partner does not yet have a clear legal basis in the agreement. This practice can cause problems related to legal liability if there is loss or damage to goods in the delivery process.

In the context of contract law, freedom of contract as stipulated in Article 1338 of the Civil Code provides flexibility for the parties to make agreements. However, the practice of auxiliary couriers carried out without supervision and approval from Shopee Express has the potential to contradict the terms of the validity of the agreement in Article 1320 of the Civil Code. In addition, the aspect of legal protection for auxiliary couriers

has also not been well accommodated, considering that they do not have a recognized legal status in the Shopee Express system.

### Suggestion

- 1. Increased Regulation and Supervision: Shopee Express should establish a clearer policy regarding the use of auxiliary couriers by courier partners. Companies need to consider regulations that ensure that all workers involved in the delivery of goods get adequate legal protection.
- 2. More Transparent Contract Drafting: The partnership contract between Shopee Express and the courier partner must include provisions that govern the possible use of additional labor (courier assistants). This aims to avoid potential legal disputes and provide legal certainty for all parties.
- 3. Protection of Courier Attendants: Considering that courier couriers have become part of the Shopee Express distribution chain, the company should provide legal status and legal protection for them. This can be done with more inclusive partnership schemes or by providing access to benefits such as social security and employment insurance.
- 4. Periodic Evaluation and Monitoring: Shopee Express needs to conduct periodic evaluations of the courier partner's work system, including in terms of the involvement of the courier assistant. With stricter supervision, it is hoped that companies can ensure that delivery service standards are maintained without neglecting legal and work ethics aspects.

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