

JURIDICAL REVIEW OF CUSTOMER SATISFACTION LINKED TO CONSUMER PROTECTION LAW IN PHARMACY MANAGEMENT

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Abstract

Service quality is an essential factor that can provide satisfaction for customers. Nowadays, humans start by filling current interests into fundamental human interests. The form of interest is the interest in health services (pharmaceuticals). Health is one of the necessities of life, and as is often said, health is essential to support daily life, and health is indeed expensive. When you are sick, your everyday life is affected, and you may not be able to walk well. People realise that health is essential because they cannot live decent lives if their health needs are unmet. Referring to Consumer Protection Law No. 8 of 1999, consumers have several rights, including comfort, security and safety in consuming products and services and choosing them according to the exchange rate and conditions according to the agreement. This research aims to develop a consensus between pharmacy managers and suppliers regarding customer satisfaction. In this research, we will use a sociological (empirical) legal approach, namely examining legal guidelines from the point of view of their application. Meanwhile, the research category carried out in this research is analytical descriptive. This research obtains a complete description of the forms of agreements or agreements between pharmacy managers and suppliers to achieve consumer protection; this consumer protection is based on benefits, justice, balance, consumer security and safety, and legal certainty. In this case, the form of agreement in this paper is using an obligatory agreement, namely a consensual agreement contained in Book 3 of the Civil Code, and a consensual agreement, namely an agreement that is binding after both parties have reached an agreement.

Keywords: Pharmacy; Agreement; Customer Satisfaction.

INTRODUCTION

Increasingly tight global competition demands changes in the business world. The company's mission is no longer to seek profit but to create and increase value for consumers. Creating value means making the right consumers and a larger, loyal workforce (Busyra Azheri, 2010). This value refers to users' beliefs about the general characteristics of a product intended to satisfy their needs. The development of the national economy in the era of globalisation must be able to support the growth of the business world so that it can produce various goods and

services that have technological content that can improve the welfare of many people and, at the same time obtain certainty regarding goods and services received from trade without causing consumer losses. If customer expectations are higher than the level of service provided to them, then they will feel dissatisfied. Similarly, users feel satisfied when their expectations are equal to or below the service level provided. (Arumsari, 2017).

Customer satisfaction is a post-transaction evaluation. User satisfaction is essential for the industry because achieving user satisfaction will create user



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loyalty. (Pantouw et al, 2020) Users who are happy with a brand's goods want to shop and continue to use that brand's goods. Customer satisfaction fulfils the user's desires and dreams regarding the goods used. (Guntur, 2020) Customers happy with goods from a label are likely to always shop and consume them. This does not prevent users from sharing their product quality experiences with others who have used them. One step to achieving user satisfaction is improving the quality of the industrial facilities. The quality of facilities and user enjoyment are essential elements worth monitoring to improve facility objectives. Medika Farma pharmacy is an industry that does business in the distribution of medicines and accepting prescriptions from doctors in the author's survey. This concept is essential for patients and companies that provide drugs and services to consumers who work directly with local communities and provide those services as pharmacies (health care providers) committed to participating in the healing process. Medika Farma Pharmacy is located in the Tarandam area of Padang City.

Pharmacy is a service industry, and achieving customer satisfaction is essential. Based on the description provided, we would like to discuss the form of contract or agreement between the pharmacy and the supplier and whether the form of contract or agreement is considered to be by the established norms and standards. By viewing the interests of consumers, pharmacies not only sell their products but also assume the balance of drug supplies and pharmacy products to achieve sustainable business or economic development. Need side, demand side, environmental side

(triple bottom line) A sustainable business concept strengthened by the synergy of these three aspects in society.

Referring to the information above, the formulation of the problem includes what form of consumer satisfaction is when it is linked to consumer protection, as well as what form of agreement exists between the pharmacy manager and the drug supplier at the pharmacy.

RESEARCH METHODS

To answer the problems formulated in this research, a sociological juridical approach method was used to respond to the problem formulation. Meanwhile, the nature of the study carried out in this research is analytical descriptive, meaning that this research is required to produce a universal and complete description of the form of customer satisfaction when linked to consumer protection law (Choirul, 2021) as well as how the agreement between pharmacy managers and suppliers is to achieve consumer satisfaction. Some customers who came stated that service and procurement of the medicine they were looking for were the main things they wanted, while others wanted a price reduction. Based on observations and experiences that have been made with 20 pharmacy consumers, pharmacy consumers will feel satisfied if the elements they want are met, including the availability of the medicine they are looking for, good service, and rates that are not too expensive when compared with the TET (Highest Retail Tariff) provisions.) that has been determined.

RESULTS AND DISCUSSION

A. Consumer Satisfaction is linked to the Consumer Protection Law

User enjoyment is essential for building user loyalty. (Dedek, 2020) In this era, the company aims to create customer satisfaction, and more attention is paid to customer satisfaction and dissatisfaction. (Ferinadewi, 2004) Satisfaction is a good form of satisfaction. In other words, meeting customer expectations through customer satisfaction will increase profits because customers will repurchase our products. (Sudikno, 2008). Customer perceptions and expectations determine customer satisfaction. Repeat purchases have four elements that describe the relationship between users and entrepreneurs and encourage continued use. Second, recommendations to other parties represent the client-producer relationship. Users understand that they have to inspire others. The third factor is the commitment not to turn to competitors and knowledge of goods and services according to user knowledge. Broad satisfaction is the level of satisfaction determined by impressions of the quality of facilities, quality of goods, rates, situational components and personal components. Kotler and Armstrong (2012: 150) stated that several metrics can be used to weigh user satisfaction. These metrics include:

- (1) Consistently loyal,
- (2) Shop for new items on offer,
- (3) Recommend goods,
- (4) Ready to pay more, and
- (5) Provide input.

However (Handy, 2002), if customers are unsatisfied, they will probably switch to competing products. (Sembiring, 2014) According to Kotler, user satisfaction is a

happy or sad view when humans mentally compare a product's achievements (results) with the successes (desired outcome). When performance does not fulfil dreams, customers feel unhappy. Customers are satisfied if the results exceed expectations (Kotler, 2000). Pleasure is humans' emotional rating after comparing their observation reactions with their dreams. Dissatisfaction, conversely, is the user's reaction to the perceived gap between previous expectations and the product's actual performance post-consumption. If a company does not understand customer expectations, it isn't easy to achieve user satisfaction with a product or service (Helfira, 2020). Many start-ups were born with attractive product innovations and competitive prices, but many also experienced losses because they ignored quality and service. (Hutahaean, 2023). Service quality is an essential component of industrial success. Good filing provides peace of mind for consumers. This is the same as consumer responses, which state their satisfaction with the seller's friendliness and politeness when shopping. (Sembiring, 2014) User satisfaction is the consistency between dreams and impressions (results achieved or perceived reality) regarding the submissions obtained. User enjoyment is realised during the shopping period, the knowledge of consuming goods or services, and the post-shopping period. Users who are happy with used goods will consume restocked goods. This means that user enjoyment is an essential component in leading an activity. (Nurkariani, 2022). If the goods do not fulfil their dreams, the user will be afraid, and satisfaction will decrease. However,

if the goods meet the dream, the user is happy, and pleasure increases. (Griffin, 2023). Therefore, business people must continue monitoring the quality of goods and facilities offered to their users. User enjoyment is the user's response to the difference between previous interest and actual performance after use. Customer satisfaction refers to the extent to which product benefits meet customer expectations. Customer satisfaction is the level of human emotion. Entrepreneurs need to create goods that complement consumer interests and exceed user expectations. As a result, all customers are satisfied. According to (Freddy, 2017), good internal and external service certainly greatly influences customer satisfaction in company operations. Achieving high customer satisfaction brings many benefits to the company. In addition to increasing user discipline, you can protect against user attrition, lower user rate vulnerability, lower sales error rates, and lower operational costs due to customer growth. Increase efficiency, promote advertising and improve company image (Rosinta, 2010). According to the law, the customer or consumer can carry out the contract, perform with compensation, cancel the contract and terminate the contract with compensation. (Susilawati, 2002). Suppose the seller treats consumers with routine behavior, such as violating the comfort or safety of the product. In that case, the seller does not provide appropriate instructions regarding the product being sold because the seller does not want to be responsible. Sellers do not want to investigate consumer complaints. Suppose the contract with consumers regarding goods is not fulfilled. In that

case, entrepreneurs can follow the applicable rules in articles 38 and 39, paragraph (2) of Law No. 19 of 2016 concerning ITE, which states exceptions to civil complaint cases. In Indonesia, there is Law Number 8 of 1999 concerning Consumer Protection, which will later be abbreviated to UU PK, which regulates the use of products and services provided in the community for personal obligations, relatives, other people and other living creatures, as well as protecting oneself from trafficking. Human .(Givency et al., 2023) Rights in the literal sense include rights that can be obtained and those that cannot. This means the right to have abilities that a person does not have to get. Based on the Consumer Protection Law, consumers have certain freedoms designed in the applicable laws and regulations. The PK Law regulates consumer rights as a basis for efforts to protect consumers in Article 4 of the PK Law, PK Law Number 8 of 1999. Apart from rights and obligations, it also regulates the legal remedies that consumers are entitled to if business activities harm them. (Yuniarti, 2015) This is because one of the goals of consumer protection is to protect themselves and increase awareness (Law No. 8 of 1999).

B. Form of Agreement between the pharmacy manager and the drug supplier

When discussing the legal aspects of a contract, some rules apply to contracts regulated in the third book of the Civil Code regarding "Engages". The provisions regarding engagement are obtained in the second chapter of the third book. Engagements are compiled in the

third book of the Civil Code because engagements are one of the sources of agreements. The definition of an agreement based on Article 1313 of the Civil Code states it is "an act in which one or more people bind themselves to one or more people " (Civil Code, third book). Despite this, the formulation of Article 1313 of the Civil Code. Even though a contract may appear incomplete because it only binds one party, contracts often bind both parties. The words "or mutually binding" should be added to the language in the article to bind the parties to mutual rights and obligations." According to Chairumian Pasaribu and Surawadi K Lubis, the agreement states that an agreement is made between one or more people and one or more other people to carry out specific actions. (Anak Agung et al 2017) These contracts are significant in business life and form the basis of most commercial transactions, such as buying and selling goods and land, granting credit, insurance, transporting goods, establishing business organisations and even work contracts. (Deny, 2018) Anyone can enter into a contract unless otherwise provided by law (Article 1329 of the Civil Code). Something is happening. What is agreed must be transparent and explainable for legal reasons. Matters relating to the contents of the contract that do not violate public order and morality or the law. (Article 1337 of the Civil Code). (Givency et al. Contracts to fix the transfer of rights and obligations are envisioned to be carried out relatively and in balance according to the parties' agreement. Especially in the case of commercial contracts, from the proposed contract definition formulation, it can be concluded that the contract

consists of the following things: There is an agreement between the parties. Some performances are staged, and there are also certain oral or written forms. The contract contains certain conditions. There are goals to be achieved (Subekti, 1984)

This contract is an agreement between the aspects so that it can be seen that there is a connection between the reasons for the impact of the contract and the order. (causality). Subekti said a contract is an event where one person agrees to another person or two people decide to carry out something for each other. (Subekti, 1984) If the contract is a legal bond between two people or two parties, one aspect has the right to determine subject to other aspects, and other aspects must complete the threat (Kristiane, 2019). Contracts are often called contracts because they emphasise the elements of agreement between the parties to create a legal relationship. (Salim, 2014). This contract is included in the scope of civil law because it is a set of regulatory norms (both expressed and unexpressed) that establish ties between one regulatory body and another regulatory body in familial and social relations. A contract means achieving harmony of will between the aspects involved, which means what one aspect dreams of, another aspect dreams of. Opinion from Prof. Purwahid Patrik stated that this agreement is "a behaviour that occurs according to the conventions of existing laws and regulations, based on the agreement of the wishes of two or more people, and the aim is to cause legal impacts that are detrimental to the obligations of one person. To other aspects or according to the common

interests of both parties." (Purwahid, 2000). According to the law, if the contract does not carry out the promised performance, the contract is considered risky. According to Lewis, low-income groups are groups of people who face long-term economic, social, cultural and political pressures and can trigger a culture of poverty. (Niru, 2018) This affects businesses, which have become part of people's lives and are growing faster. This is something that humans have never imagined, but as time goes by, it will become a reality. (Nilasari, 2017) Through this agreement, the division of rights and obligations can be regulated and explained according to the perspective of each aspect. Apart from that, the aspects can agree on things that can lead to the end of the cooperation (Rizal, 2015).

Following the applicable law, agreements consist of 2 groups, including mandatory and non-obligatory. An obligatory agreement is an agreement that obligates a person to hand over or give something. In contrast, a non-obligatory agreement is an agreement that does not oblige a person to pay or hand over something. This mandatory agreement consists of 4 types, among which are:

1. Unilateral and reciprocal agreements.
A unilateral agreement is an agreement that burdens the performance of one party. A reciprocal agreement is an agreement that burdens the performance of both parties.
2. Free Agreement and agreement on the burden.

A gratuitous agreement is an agreement in which one party provides

benefits to another party without receiving benefits for himself. Meanwhile, an agreement on expenses is an agreement that requires each party to deliver performance.

3. Consensus Agreement, natural and formal. A consensus agreement is an agreement that is binding from the moment both parties reach an agreement. Meanwhile, an actual agreement is an agreement that not only requires agreement but also requires delivery of the object of the agreement.
4. Named, unnamed and mixed agreements.

A named agreement is specifically regulated in the Law, and an unnamed one is not explicitly held. Meanwhile, a mixed agreement is an agreement that is a combination of two or more named agreements obligatory agreements consist of:

1. *Zakelijk Overeenkomst* is an agreement stipulating transferring a right from one person to another.
2. *Bevits Overeenkomst*, namely an agreement to prove something.
3. *Liberator overeenkomst* is an agreement when someone releases another party from an obligation.
4. *Vaststelling overeenkomst*, namely an agreement to end a dispute before the court.

In this case, the form of agreement between the pharmacy manager and the supplier, if it is related to consumer protection, is that the medicines that can be sold are medicines that are only registered with the Food and Drug Supervisory Agency (BPOM), that the medicine supplier will provide the

medicines requested by the manager to be sold, that The supplier will evaluate their goods within two weeks. The supplier must provide information to the pharmacy regarding the shortage of goods in the factory. Apart from that, the type of agreement can be seen as including a consensual agreement, which is a form of agreement that hands over something after reaching an agreement.

CONCLUSION

1. User enjoyment largely depends on user perception and expectations. There are four factors, namely repurchase, which explains the attachment between users and producers so that when they use it directly. Second, recommending to other people explains the relationship between users and producers; users must guide other aspects. Third, namely commitment not to switch to competitors, a sense of emotional closeness related to products and services based on the user's experience during their use. Article 4 UUPK states that consumer rights include the right to choose goods and services and obtain said goods and services following the exchange rate and conditions and guarantees promised, the right to correct, transparent and honest information regarding the conditions and guarantees of goods/services; the right to receive compensation, compensation/replacement, if the goods/services received are not following the agreement or are not as they should be. On the other hand, obligations for business actors following Article 7 UUPK include providing correct, transparent and

honest information regarding the condition and guarantee of goods or services as well as providing explanations of use, repair and maintenance, providing compensation, compensation or replacement

2. Further discussion regarding the relationship between managers and suppliers is carried out through the procurement process. Medication planning is carried out by looking at the number of patient visits and the type of disease frequently reported in the knowledge to determine the type and quantity according to the funding requirements and available budget so that the medication meets needs. It is known that the people involved in the planning process for managing drug supplies are those involved in the planning process for managing drug supplies so that they can reflect the seriousness of achieving customer satisfaction. It is the same as the concept contained in the aim of consumer protection, namely benefit, justice, balance, safety and legal certainty and is stated in Law No. 8 of 1999. This raises awareness of the importance of business continuity by instilling an honest and responsible attitude in business.

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