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Consensus-Based Pricing Model for Professional Services: A Legal and Technological Approach in Indonesia

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ABSTRACT
The digital economy has significantly expanded professional service transactions in Indonesia; however, no established mechanism currently provides a reliable benchmark for determining fair service fees. This gap has contributed to price disparities, information asymmetry, and unequal bargaining power between service providers and clients. This study aims to examine the legal framework governing professional service pricing, assess the compatibility of a consensus-based pricing model with competition law principles, and develop a conceptual Consensus-Based Pricing Model. The study employs normative legal research using statutory, conceptual, and comparative approaches. The findings demonstrate that the proposed model does not constitute price fixing, as it merely provides a transparent, non-binding, and informative pricing benchmark while preserving the parties' freedom to negotiate the final price. By leveraging digital platforms through a co-regulatory approach, the model has the potential to reduce information asymmetry, strengthen consumer protection and legal certainty, and promote fair market competition.

Keywords: Professional Services; Consensus-Based Pricing Model; Freedom Of Contract; Competition Law; Co-Regulation; Consumer Protection.

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INTRODUCTION

The determination of professional service fees has become an increasingly significant legal issue in Indonesia, particularly as commercial transactions are progressively conducted through digital platforms. While digital marketplaces have expanded economic opportunities for professionals including graphic designers, software developers, digital consultants, videographers, photographers, content creators, and other creative practitioners, they have also exposed an important regulatory gap concerning the absence of a transparent and legally reliable mechanism for assessing the reasonableness of professional service fees. Unlike the construction industry, where cost estimation is supported by the *Analisis Harga Satuan Pekerjaan* (AHSP) (Unit Price Analysis), which provides standardized references based on labour, material, and equipment components, most professional service sectors operate without any commonly accepted pricing benchmark (Atika & Devi, 2026). Consequently, the determination of service fees remains almost entirely dependent upon bilateral negotiations, which are frequently influenced by professional experience, market reputation, bargaining power, and unequal access to market information.

The absence of a shared pricing reference has generated substantial disparities in fees for services of comparable nature and complexity. In practice, price variations do not necessarily correspond to differences in service quality but often reflect information asymmetry between professional service providers and consumers. Service providers generally possess superior knowledge of prevailing market conditions and pricing practices, whereas consumers frequently lack sufficient information to evaluate whether a proposed fee falls within a reasonable range. Such asymmetry may distort bargaining positions, increase the risks of overpricing and undervaluation, and ultimately give rise to contractual disputes arising from conflicting perceptions of pricing fairness (Mahsin & Mansar, 2026). From the perspective of Indonesian contract law, these issues extend beyond ordinary market dynamics and directly affect the formation of contractual consent. Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata or KUHPerdata*) establishes mutual consent (*consensus ad idem*) as an essential requirement for the validity of a contract. Although contracting parties remain free to determine the contents and price of their agreement, meaningful consent presupposes that negotiations are conducted voluntarily and on the basis of adequate information. Where consumers lack sufficient information regarding the reasonableness of professional service fees, contractual consent may remain formally valid while failing to reflect an informed and balanced understanding of the economic value of the services being exchanged. Consequently, information asymmetry may undermine the substantive quality of contractual consent without necessarily affecting its formal validity.

The issue must also be considered in light of Article 1338 of the Indonesian Civil Code, which embodies the principle of freedom of contract by recognising the autonomy of parties to determine the terms of their agreement, including professional service fees. Nevertheless, contractual autonomy cannot be interpreted as an unrestricted freedom detached from the principles of fairness, transparency, and legal certainty. Within the contemporary digital economy, preserving contractual freedom requires institutional arrangements that enhance information transparency without interfering with the parties' ultimate authority to determine contractual prices. Accordingly, the principal legal challenge is not whether prices should be centrally regulated, but rather how legal mechanisms may improve the quality of contractual negotiations while preserving contractual autonomy. This challenge becomes increasingly complex because the governance of professional service pricing simultaneously intersects with competition law and consumer protection law. The establishment of a common pricing reference may, if improperly designed, be interpreted as collective price fixing, thereby raising concerns under competition law. Conversely, the complete absence of pricing guidance creates opportunities for the abuse of bargaining power, diminishes market transparency, and weakens consumer protection. The legal problem therefore lies in reconciling four interrelated objectives: preserving freedom of contract, ensuring legal certainty, strengthening consumer protection, and maintaining fair market competition.

Recent advances in digital technology provide new opportunities to address these concerns through data-driven governance mechanisms. Digital platforms have evolved beyond their traditional role as transactional intermediaries and increasingly function as digital infrastructures capable of collecting, processing, and disseminating market information on a collective basis. Such developments are consistent with the concept of co-regulation, under which regulators, professional associations, digital platform providers, market participants, and consumers collaboratively develop adaptive governance mechanisms without displacing competitive market processes. Within this framework, digital technologies may facilitate greater pricing transparency while avoiding direct governmental price regulation. Against this background, this study proposes a Consensus-Based Pricing Model as a conceptual framework for generating an indicative pricing benchmark that is informative, flexible, and non-binding. The proposed model is not intended to establish mandatory or uniform prices. Rather, it functions as an information governance mechanism that provides contracting parties with reliable market references concerning reasonable professional service fees prior to contractual negotiations. By improving the quality of information available during the negotiation process, the proposed model seeks to strengthen the substantive quality of contractual consent under Article 1320 of the Indonesian Civil Code while simultaneously preserving contractual freedom under Article 1338, reducing information asymmetry, and remaining compatible with the principles of fair competition. Accordingly, this study addresses three principal research questions: (1) how is the legal framework governing the determination of professional service fees constructed within Indonesian business law; (2) does a multi-stakeholder consensus-based pricing model conflict with the principles of competition law; and (3) how can such a model be designed to strengthen consumer protection while ensuring legal certainty?

This study therefore aims to analyse the legal construction governing professional service pricing in Indonesia, examine the legal implications of implementing a consensus-based pricing framework from the perspective of competition law, and formulate a conceptual model that is compatible with the principles of freedom of contract, consumer protection, legal certainty, and contemporary digital governance. Theoretically, this research contributes to the development of business law scholarship by advancing the understanding of the relationship between contract law, digital platform governance, and data-driven market regulation. Practically, the proposed framework is expected to provide guidance for regulators, professional associations, digital platform providers, and business actors in developing a professional service pricing system that is transparent, accountable, equitable, and legally sustainable.

Literature Review

1. The Concept of Pricing from Legal and Economic Perspectives

Pricing constitutes a fundamental element of commercial transactions, functioning not only as an economic mechanism for the exchange of value but also as a legal instrument that shapes the contractual relationship between service providers and service users. Although classical economic theory conceptualises price as the outcome of the interaction between supply and demand, resulting in market equilibrium, contemporary legal and economic scholarship recognises that pricing also carries significant legal implications because it determines the economic obligations assumed by contracting parties. Consequently, the determination of price should be understood not merely as an economic outcome but as an integral component of contractual formation and governance. From an economic perspective, prices perform an essential signalling function by reflecting resource scarcity, consumer preferences, and the efficient allocation of goods and services within the market. Nevertheless, this mechanism does not always operate efficiently in markets for professional services. Unlike tangible goods, whose prices may be estimated on the basis of production costs and observable physical characteristics, professional services are inherently intangible, heterogeneous, and highly dependent upon the service provider's expertise, experience, creativity, professional reputation, and the trust placed in them by consumers. As a result, the pricing of professional services is influenced not only by market forces but also by non-economic factors, including perceived service quality, information availability, consumer confidence, and the relative bargaining power of the parties during contractual negotiations.

These distinctive characteristics have given rise to the concept of value-based pricing, whereby professional service fees are determined primarily according to the value perceived by consumers rather than solely on the costs incurred in providing the service. This pricing approach enables service providers to adjust their fees in accordance with the value-added benefits they offer and therefore promotes commercial flexibility and innovation. However, such flexibility may simultaneously generate significant disparities in pricing where market participants lack adequate information regarding service quality or prevailing market rates. Under these circumstances, consumers may encounter considerable difficulty in assessing whether the proposed fee accurately reflects the economic value of the services to be rendered. Within the framework of business law, price is not merely an economic variable but constitutes an essential element of the contractual relationship between the parties. Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata or KUHPerdata*) establishes four essential requirements for the validity of a contract: mutual consent, legal capacity, a definite subject matter, and a lawful cause. In contracts for professional services, agreement concerning price forms an indispensable component of *consensus ad idem* (Priyono et al., 2026). Consequently, the quality of information available during contractual negotiations directly influences the quality of the parties' consent. Where negotiations are conducted under conditions of significant information asymmetry, contractual consent may formally satisfy the legal requirements for validity while failing to reflect an informed and balanced understanding of the economic value exchanged between the parties.

The legal significance of pricing must also be examined in light of Article 1338 of the Indonesian Civil Code, which embodies the principle of freedom of contract by recognising the parties' autonomy to determine the contents of their agreement, including the price of professional services. Nevertheless, contractual freedom is not absolute. Its exercise remains subject to the principles of good faith, fairness, proportionality, and compliance with mandatory legal rules and public policy. Accordingly, the determination of price should be regarded not merely as the product of economic bargaining but as the legal manifestation of a balanced allocation of rights and obligations within a contractual relationship. Comparable principles are reflected in Islamic economic jurisprudence, where pricing is founded upon the values of justice (*al-'adl*), honesty, transparency, and public welfare (*maslahah*). As explained by Hakim (2015), the Prophet Muhammad did not intervene in market prices when price fluctuations occurred naturally through legitimate market mechanisms. Nevertheless, governmental supervision remained justified to prevent practices capable of distorting market competition, including monopolistic conduct, hoarding, information manipulation, and fraudulent commercial transactions.

This understanding is further reinforced by the classical economic thought of Abu Yusuf, Ibn Taymiyyah, and Ibn Khaldun, all of whom recognised that prices emerge through the interaction of economic, social, and ethical factors rather than through market forces alone (Aini, 2021). Accordingly, governmental intervention is considered legitimate only where market distortions threaten justice, public welfare, or fair competition. This principle is reflected in the concept of al-Hisbah, which assigns the state a supervisory role in maintaining market integrity by promoting transparency, preventing unfair commercial practices, and ensuring that market transactions are conducted in accordance with the principles of justice and good faith (Oktaviandi & Yogi, 2024). Taken together, these legal and economic perspectives demonstrate that pricing should be understood as the product of an interaction between market mechanisms and the legal framework governing commercial transactions. A fair price is therefore not determined exclusively by the equilibrium of supply and demand but also by the existence of transparent information, balanced bargaining positions, and an institutional governance framework capable of facilitating legally valid, equitable, and good-faith contractual agreements. Within the context of professional service markets operating through digital platforms, these considerations underscore the need for governance mechanisms that improve pricing transparency while preserving contractual autonomy and maintaining compliance with competition law principles.

2. Information Asymmetry and Bargaining Power Imbalance

Information asymmetry constitutes one of the principal causes of market failure in professional service markets and presents significant legal implications for contractual relationships. The concept was first articulated by George Akerlof in The Market for "Lemons", which demonstrated that unequal access to information between sellers and buyers prevents markets from producing prices that accurately reflect the quality of goods and services (Akerlof, 1970). Where one party possesses substantially superior information, market transactions are less likely to achieve efficiency, fairness, or optimal resource allocation. Although originally developed within economic theory, information asymmetry has increasingly been recognised within business law as a structural condition capable of undermining contractual fairness, consumer protection, and the integrity of market transactions.

These concerns are particularly evident in professional service markets. Unlike transactions involving tangible goods, professional services are characterised by intangible outputs whose quality often cannot be objectively assessed before performance. Professional service providers generally possess substantially greater knowledge concerning their qualifications, technical expertise, professional experience, service methodologies, cost structures, and expected outcomes. Consumers, by contrast, typically make contractual decisions on the basis of limited information available before the contract is concluded. Consequently, the agreed price may not accurately represent the objective economic value of the services but instead reflect the service provider's superior access to information and negotiating capacity. Consumers therefore face considerable difficulty in determining whether a proposed fee is reasonable, while professional service providers may likewise encounter challenges in communicating the true value of their expertise. Economic literature identifies two principal consequences of information asymmetry: adverse selection and moral hazard. Adverse selection arises where consumers are unable to distinguish between high-quality and low-quality service providers, thereby increasing the likelihood of inefficient contracting decisions (Darrough & Stoughton, 1986). Moral hazard occurs when one contracting party is able to engage in opportunistic conduct after the contract has been concluded because monitoring mechanisms and information transparency are insufficient. Both phenomena diminish the signalling function of price as an indicator of quality and ultimately reduce market efficiency.

From the perspective of contract law, however, the significance of information asymmetry extends beyond market inefficiency. It directly influences the quality of contractual consent as required under Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata or KUHPerdata*). Although the parties may formally express their agreement, substantial disparities in information may prevent such consent from being founded upon an informed and balanced understanding of their respective rights, obligations, and the economic value of the professional services being exchanged. Consequently, information transparency should not be viewed merely as an economic objective but as a legal prerequisite for strengthening the substantive implementation of *consensus ad idem* within contractual relationships. Information asymmetry also contributes directly to bargaining power imbalance. Parties possessing superior information generally occupy a stronger negotiating position than those whose decisions are constrained by limited knowledge. Within professional service transactions, this imbalance may facilitate opaque pricing practices, disproportionate contractual terms, and other forms of contractual inequality. Modern business law therefore increasingly relies upon transparency obligations, disclosure requirements, and consumer protection measures as corrective mechanisms designed to mitigate the adverse effects of unequal access to information while preserving contractual autonomy.

The legal significance of information asymmetry is further supported by Agency Theory, which explains that relationships between principals and agents inherently involve the risk of conflicts of interest arising from unequal information distribution. Ventura et al., (2026) demonstrate that information asymmetry facilitates opportunistic behaviour, including information manipulation, thereby reducing organisational accountability and governance effectiveness. Their findings indicate that transparent reporting systems, sound corporate governance, and effective monitoring mechanisms play a critical role in mitigating these risks. Comparable findings have been reported in the field of information technology project management. Zhang (2024) observes that limited transparency between project owners and project managers significantly increases the likelihood of project failure. Conversely, robust project governance frameworks and agile methodologies improve communication, accelerate information disclosure, and reduce information asymmetry throughout project implementation. These studies collectively demonstrate that governance quality is closely associated with the quality, accessibility, and reliability of information available to decision-makers. Taken together, the foregoing literature demonstrates that information asymmetry constitutes a fundamental source of bargaining power imbalance across various commercial sectors, including professional services. Accordingly, the provision of transparent, accurate, and accessible information represents an essential prerequisite for establishing more balanced contractual relationships and improving market efficiency. Within the context of this study, these considerations provide the conceptual foundation for the proposed Consensus-Based Pricing Model. Rather than functioning as a mandatory pricing instrument, the model is designed as an information governance mechanism that generates a data-driven indicative pricing benchmark to reduce information asymmetry, strengthen contractual negotiations, and enhance the quality of contractual consent between professional service providers and service users while remaining consistent with the principles of contractual freedom and fair competition.

3. Reducing Price Uncertainty Through Cost Guidelines and Pricing Benchmarks

Price uncertainty is an inherent characteristic of many economic sectors, particularly professional service markets, where transactions are distinguished by a high degree of heterogeneity and the absence of objectively measurable outputs. This characteristic is especially pronounced in digital professional services, where the value of a service is often determined by intangible factors such as expertise, creativity, innovation, reputation, and accumulated professional experience. To mitigate such uncertainty, numerous jurisdictions and professional organisations have developed cost guidelines or pricing benchmarks as governance instruments intended to improve transparency, enhance objectivity, and facilitate more informed pricing decisions. These instruments are not designed to replace market mechanisms or restrict contractual autonomy; rather, they provide informational references that enable contracting parties to establish more reasonable pricing expectations before entering contractual negotiations.

A well-established example of this approach is found in the construction sector through the *Analisis Harga Satuan Pekerjaan* (AHSP) (Unit Price Analysis). AHSP estimates project costs by systematically calculating labour, material, equipment, and other relevant cost components, thereby producing a transparent and verifiable cost assessment (Oktaviani et al., 2025). In practice, AHSP serves primarily as the basis for preparing the *Rencana Anggaran Biaya* (Project Cost Estimate) rather than prescribing the final contract price to be adopted by market participants. Accordingly, AHSP should be understood as a cost estimation tool rather than a mechanism for mandatory price determination. Similar approaches exist in other professional sectors, including legal services, consultancy, architecture, and healthcare, where professional associations publish indicative fee schedules or recommended pricing guidelines for their members. Unlike mandatory pricing systems, these guidelines generally function as professional references intended to promote pricing reasonableness, improve market transparency, and provide the public with information concerning prevailing market rates. Consequently, such guidelines do not eliminate the professional autonomy of service providers to determine their fees according to their expertise, experience, service complexity, or prevailing market conditions.

From the perspective of contract law, pricing benchmarks may strengthen the process of contractual formation as contemplated by Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata or KUHPerdata*). The availability of publicly accessible pricing information enables parties to negotiate on the basis of more balanced information, thereby improving the substantive quality of *consensus ad idem*. At the same time, the principle of freedom of contract embodied in Article 1338 of the Indonesian Civil Code remains fully preserved because the ultimate determination of the contractual price continues to rest exclusively with the contracting parties. Properly designed pricing benchmarks therefore enhance the informational environment within which negotiations occur without interfering with contractual autonomy. Nevertheless, conventional cost-guideline approaches encounter significant limitations when applied to digital professional services. Unlike construction projects, where cost components can generally be identified and quantified with relative precision, professional services derive much of their value from intangible attributes, including creativity, innovation, specialised expertise, professional reputation, accumulated experience, and the value perceived by consumers. These characteristics render professional service pricing inherently dynamic and resistant to representation through static cost standards. Consequently, the imposition of rigid pricing standards may reduce market flexibility, discourage innovation, and fail to capture the economic value of highly differentiated professional services.

Beyond these practical limitations, any pricing reference mechanism must also comply with the requirements of competition law. Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition prohibits agreements involving collective price fixing because such arrangements have the potential to eliminate effective market competition (Mahendrawati, 2021). In this regard, a clear legal distinction must be maintained between benchmark pricing and price fixing. Price fixing involves collectively agreed prices that bind market participants and restrict their independent commercial decision-making. By contrast, benchmark pricing merely provides information concerning prevailing market price ranges while preserving the autonomy of each undertaking to determine its own final prices independently. Properly designed pricing benchmarks therefore function as instruments of information transparency rather than mechanisms for price coordination. Within the Indonesian legal framework, the supervision of anti-competitive conduct falls under the authority of the Business Competition Supervisory Commission (*Komisi Pengawas Persaingan Usaha or KPPU*). Accordingly, any pricing framework involving multiple stakeholders must be carefully designed to ensure that it does not evolve into a disguised cartel or another form of anti-competitive coordination. A pricing benchmark may therefore be regarded as legally acceptable only where it remains informative rather than mandatory, does not bind market participants, does not restrict independent pricing decisions, and is not employed as an instrument for coordinating commercial behaviour within the market.

At the same time, consumer protection law increasingly recognises information transparency as one of the fundamental rights of consumers. Access to accurate information concerning pricing structures, the scope of professional services, and prevailing market rates enables consumers to make informed commercial decisions and reduces the risks associated with information asymmetry. Consequently, pricing benchmarks perform not only an economic function by improving market efficiency but also a legal function by strengthening consumer protection through enhanced transparency and informed contractual decision-making (Spann et al., 2026). These considerations demonstrate that cost guidelines, pricing benchmarks, competition law, and consumer protection law constitute interdependent components of a coherent legal framework governing professional service pricing. The principal legal challenge is therefore not the creation of mandatory pricing standards but the design of an information governance mechanism capable of enhancing pricing transparency, reducing information asymmetry, strengthening the quality of contractual negotiations, preserving freedom of contract, and remaining fully consistent with the principles of fair competition. These considerations provide the normative and conceptual foundation for the Consensus-Based Pricing Model proposed in this study.

4. The Role of Digital Technology and Consensus-Based Pricing in the Governance of Professional Service Pricing

Digital transformation has fundamentally altered the manner in which prices are formed within professional service markets. Under conventional market arrangements, professional service fees were determined primarily through direct negotiations between service providers and consumers. Within contemporary digital ecosystems, however, the pricing process is increasingly influenced by digital platforms that function as providers of information infrastructure. These platforms no longer operate merely as transactional intermediaries but have evolved into data intermediaries that collect, process, analyse, and disseminate information concerning market behaviour. As a consequence, digital platforms increasingly shape users' perceptions of value, influence pricing expectations, and affect contractual decision-making processes. This influence is reflected through various platform features, including rating systems, user reviews, transaction histories, recommendation algorithms, and market trend analyses, which collectively provide users with information regarding the reasonableness of professional service fees. Although digital platforms generally do not determine prices directly, the informational architecture they establish may create a de facto market reference concerning acceptable pricing ranges. From the perspective of digital governance, this development positions digital platforms as quasi-regulators, non-state actors that perform regulatory functions through the governance of information, algorithmic design, and digital coordination rather than through legally binding rules.

These developments create opportunities for a more adaptive approach to pricing governance through a Consensus-Based Pricing framework. Unlike traditional forms of price standardisation, which typically rely upon top-down regulatory intervention or fixed pricing schedules, the proposed approach utilises digital technologies to aggregate information from multiple sources, including historical transaction data, market behaviour, consumer preferences, service characteristics, professional standards established by relevant associations, and broader market dynamics. The aggregated information is subsequently processed to generate an indicative pricing benchmark that is dynamic, adaptive, and non-binding. Rather than prescribing mandatory prices, the framework provides contracting parties with reliable market information concerning prevailing pricing practices while preserving the flexibility required by professional service markets (Chenavaz & Dimitrov, 2025). Within the context of this study, Consensus-Based Pricing is conceptualised as an information governance mechanism rather than a mechanism for collective price determination. Its primary objective is to generate reliable information regarding the reasonableness of professional service fees through a multi-stakeholder consensus process while preserving the independence of each service provider to determine prices according to the characteristics, complexity, and value of the services offered. Accordingly, the proposed model remains consistent with the principle of freedom of contract embodied in Article 1338 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata or KUHPerdata*), while simultaneously strengthening the substantive quality of contractual consent contemplated under Article 1320 through the provision of more transparent and balanced pricing information.

The proposed framework also reflects the principles of co-regulation and participatory governance, under which regulatory functions are no longer exercised exclusively by the state but are shared among public authorities, professional associations, digital platform providers, professional service providers, and consumers. Within this governance structure, the state retains responsibility for establishing the applicable legal framework and ensuring regulatory oversight.

Professional associations contribute by defining professional competence and ethical standards, digital platforms facilitate the collection and dissemination of market information, while consumers contribute through transaction experiences and market feedback. Such collaborative governance enables the development of pricing benchmarks that more accurately reflect prevailing market conditions while remaining responsive to changes in professional practice and consumer expectations. Notwithstanding these advantages, the increasing influence of digital platforms also gives rise to important legal and regulatory challenges. Platform operators must ensure that algorithmic systems are transparent, accountable, non-discriminatory, and designed to minimise bias that may distort the reasonableness of indicative pricing benchmarks (Elargo et al., 2017). Likewise, the collection and processing of market data must comply with fundamental principles governing personal data protection, information accuracy, procedural fairness, and algorithmic accountability (Atmojo & Fuad, 2023). Without appropriate legal safeguards, data-driven governance mechanisms may inadvertently reproduce new forms of information asymmetry by concentrating informational power within proprietary algorithmic systems.

For these reasons, the proposed Consensus-Based Pricing Model should not be understood as an instrument for replacing market mechanisms or imposing uniform prices. Rather, it represents the evolution of conventional pricing benchmarks into a data-driven governance framework capable of improving market transparency while preserving commercial autonomy. By integrating the principles of contract law, competition law, consumer protection law, and digital platform governance within a unified conceptual framework, the proposed model seeks to reduce information asymmetry, strengthen the quality of contractual negotiations, enhance the legitimacy of contractual consent, and promote greater legal certainty within the rapidly evolving ecosystem of digital professional services.

5. The Legal Framework Governing Professional Service Pricing in Indonesia

The determination of professional service fees within the Indonesian legal system is not governed by a single statutory instrument specifically regulating the methodology for establishing professional service prices. Unlike certain regulated sectors that operate under officially prescribed cost standards or fee schedules, most professional services remain subject to market mechanisms and contractual negotiations between the parties. Consequently, the legal framework governing professional service pricing does not derive from an autonomous body of pricing law but rather from the interaction of multiple legal regimes, including contract law, consumer protection law, competition law, electronic commerce regulation, personal data protection law, and the legal framework governing electronic systems. Accordingly, an assessment of the proposed Consensus-Based Pricing Model requires an integrated and multidisciplinary legal analysis capable of explaining the interaction between market mechanisms, digital governance, and legal certainty. The principal legal foundation for determining professional service fees is found in the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata or KUHPerdata*). Article 1320 establishes four essential requirements for the validity of a contract: mutual consent, legal capacity, a definite subject matter, and a lawful cause. Within contractual relationships involving professional services, agreement concerning price constitutes an indispensable element of *consensus ad idem*. Consequently, the quality of the information available during contractual negotiations directly influences the quality of the parties' consent. The greater the transparency concerning the scope of services, professional qualifications, pricing methodology, and the basis for determining professional fees, the greater the likelihood that contractual consent genuinely reflects the free and informed intentions of the contracting parties.

Article 1338 (1) of the Indonesian Civil Code further reinforces this legal framework by recognising the principle of freedom of contract, under which parties are entitled to determine the contents of their agreement, including the remuneration payable for professional services. However, contractual autonomy is not without limits. Its exercise remains subject to the principles of good faith, fairness, public order, morality, and compliance with mandatory statutory provisions enacted to protect the public interest. Accordingly, the freedom to determine contractual prices should be understood as responsible contractual freedom, whereby contractual autonomy is exercised in a manner that preserves an equitable balance between the rights and obligations of the contracting parties. The legal protection afforded to consumers is further strengthened through Law No. 8 of 1999 concerning Consumer Protection, which recognises consumers' right to obtain accurate, clear, and truthful information regarding the characteristics and prices of goods and services prior to entering into commercial transactions. This protection assumes particular importance in the context of professional services, where pricing is frequently influenced by intangible factors such as professional expertise, creativity, specialised knowledge, and reputation. Without adequate information concerning the basis upon which professional fees are determined, consumers may be unable to assess whether a proposed price is reasonable, thereby increasing the risks associated with information asymmetry and unequal bargaining power. Accordingly, pricing transparency should be regarded not merely as a matter of good commercial practice but as a legal obligation directly connected with the protection of consumer rights.

At the same time, enhanced pricing transparency must not evolve into collective pricing practices that conflict with competition law. Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition prohibits agreements involving price fixing where such arrangements eliminate the commercial independence of market participants in determining prices. The purpose of this prohibition is to preserve effective market competition by preventing collective agreements capable of distorting competitive market mechanisms to the detriment of consumers. For this reason, the legal distinction between the proposed Consensus-Based Pricing Model and unlawful price fixing is of fundamental importance. The model proposed in this study neither prescribes mandatory prices nor establishes binding fee schedules. Rather, it generates an indicative pricing benchmark derived from the aggregation of market information. The final determination of professional service fees remains entirely within the discretion of individual service providers, thereby preserving their commercial independence in accordance with the principles of fair competition. The ongoing digital transformation of professional services further expands the legal dimensions of pricing governance. An increasing proportion of professional service transactions is now conducted through digital platforms that facilitate interactions between service providers and consumers within electronic marketplaces. Consequently, the legal analysis extends beyond traditional contract law to encompass the regulatory framework governing electronic commerce. Government Regulation No. 80 of 2019 concerning Electronic Commerce

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(*Perdagangan Melalui Sistem Elektronik*—PMSE) imposes obligations upon platform operators to provide electronic trading systems that are transparent, reliable, and accountable. Within this regulatory framework, digital platforms perform functions extending beyond those of conventional market intermediaries. They increasingly operate as information intermediaries, shaping pricing expectations through the collection, organisation, and dissemination of transaction data, user ratings, reviews, and other forms of market information.

Table 1. Integrated Legal Framework Supporting the Consensus-Based Pricing Model in Indonesia

Legal Regime	Legal Basis	Normative Function	Contribution to the Consensus-Based Pricing Model
Contract Law	Articles 1320 and 1338 of the Indonesian Civil Code (KUHPerdata).	Establishes the legal validity of agreements and upholds the principle of freedom of contract.	Provides the legal foundation for establishing pricing agreements based on *consensus ad idem*.
Consumer Protection Law	Law No. 8 of 1999 on Consumer Protection.	Guarantees consumers' right to accurate, clear, and truthful information.	Promotes transparency in pricing benchmarks and reduces information asymmetry between service providers and consumers.
Competition Law	Law No. 5 of 1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition.	Prevents anti-competitive practices, including price fixing and cartel arrangements.	Ensures that the proposed pricing benchmark remains non-binding and does not constitute unlawful price coordination.
Electronic Commerce Regulation	Government Regulation No. 80 of 2019 on Trading Through Electronic Systems.	Regulates the governance of electronic commerce and digital marketplace operations.	Provides the legal basis for recognizing digital platforms as information intermediaries in the dissemination of pricing information.
Personal Data Protection Law	Law No. 27 of 2022 on Personal Data Protection.	Ensures the lawful, accountable, and secure processing of personal data.	Governs the use of aggregated transaction data in developing pricing benchmarks while safeguarding individual privacy rights.
Electronic Information and Transactions Law	Law No. 1 of 2024 (Second Amendment to Law No. 11 of 2008 on Electronic Information and Transactions).	Ensures the reliability, integrity, and accountability of electronic systems and digital information.	Supports the validity, reliability, and accuracy of the proposed Consensus-Based Pricing system.

The role of digital platforms as information intermediaries also carries significant implications for the governance of data utilised in developing pricing benchmarks. Accordingly, the processing of transaction data must comply with Law No. 27 of 2022 concerning Personal Data Protection, which requires that all activities involving the collection, processing, storage, analysis, and disclosure of personal data comply with the principles of legality, purpose limitation, data minimisation, accuracy, security, and accountability. Within the proposed Consensus-Based Pricing Model, transaction data should therefore be processed exclusively in aggregated and anonymised form so that pricing benchmarks may be generated without revealing the identities or personal information of individual platform users. In this manner, greater pricing transparency may be achieved without compromising the fundamental right to personal data protection. In addition to personal data protection, platform-based pricing governance is also subject to Law No. 1 of 2024, which constitutes the Second Amendment to Law No. 11 of 2008 concerning Electronic Information and Transactions (Electronic Information and Transactions Law). This legislation establishes the legal framework governing reliable, secure, and accountable electronic systems capable of ensuring the integrity and validity of electronic information used in digital transactions. These statutory requirements provide the normative foundation upon which digital platforms must ensure that pricing information is accurate, verifiable, reliable, and not misleading. Consequently, the reliability of electronic systems forms an essential component of public trust in data-driven pricing governance.

When these legal regimes are examined collectively, it becomes evident that Indonesian law already provides a comprehensive normative foundation capable of supporting a more transparent and accountable framework for professional service pricing. Contract law safeguards contractual autonomy by allowing parties to determine prices through mutual agreement. Consumer protection law guarantees access to adequate pricing information. Competition law preserves independent market competition by prohibiting anti-competitive price coordination. Electronic commerce regulation establishes governance standards for digital platforms, while personal data protection law and electronic information legislation ensure that digital technologies are utilised responsibly and accountably. Together, these legal instruments constitute a complementary legal framework for governing professional service pricing within the digital economy. Against this legal background, the present study conceptualises the Consensus-Based Pricing Model not as a mechanism for replacing market-based price determination but as an information governance instrument designed to enhance pricing transparency, reduce information asymmetry, strengthen consumers' bargaining position, and improve the quality of contractual negotiations (see Table 1). Because the proposed model is non-binding, relies exclusively upon aggregated market data, and fully preserves the commercial independence of professional service providers in determining their own fees, it remains consistent with the Indonesian legal framework while offering a novel governance approach for reconciling contractual freedom, consumer protection, fair competition, and digital platform governance within the evolving digital economy.

METHOD

This study employs a qualitative research design using a normative juridical approach integrated with conceptual model development (Astuti, 2026). The methodological design was selected because the primary objective of this research is not to measure causal relationships empirically, but rather to develop a legally sound and theoretically grounded framework for determining professional service pricing within Indonesia's digital economy. Accordingly, the research combines legal analysis, theoretical synthesis, and conceptual modeling to formulate a Consensus-Based Pricing Model that is normatively legitimate and practically applicable. The study originates from the recognition that professional service pricing in Indonesia remains characterized by significant information asymmetry, the absence of generally accepted pricing references, and substantial disparities in bargaining power between service providers and consumers (Arya et al., 2026; Fakhri et al., 2026). These conditions create legal uncertainty, reduce market transparency, and increase the likelihood of contractual disputes. Existing legal instruments primarily regulate contractual freedom, consumer protection, competition law, electronic commerce, and digital governance independently, yet no integrated legal framework currently addresses the governance of professional service pricing. This gap provides the conceptual foundation for developing the proposed model.

Methodologically, the research adopts a qualitative legal research paradigm consisting of four complementary stages (Astuti et al., 2024; Koeswidi Astuti, 2026). The first stage involves an extensive literature review aimed at identifying and synthesizing theories relevant to professional service pricing. Academic journals, scholarly books, legal commentaries, and prior empirical studies were systematically reviewed to examine the development of information asymmetry theory, agency theory, value-based pricing, benchmark pricing, competition law, consumer protection, platform governance, and digital information governance. Rather than merely summarizing previous studies, the literature review was conducted to identify conceptual relationships, unresolved issues, and research gaps that justify the development of a new pricing governance framework. The second stage employs normative juridical analysis to examine the legal framework governing professional service pricing in Indonesia. Primary legal materials include the Indonesian Civil Code (particularly Articles 1320 and 1338), Law No. 8 of 1999 on Consumer Protection, Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, Government Regulation No. 80 of 2019 on Trading Through Electronic Systems (*Perdagangan Melalui Sistem Elektronik* - PMSE), Law No. 27 of 2022 on Personal Data Protection, and Law No. 1 of 2024 concerning the Second Amendment to the Electronic Information and Transactions Law. These legal instruments were analyzed systematically to determine their respective normative functions, legal boundaries, and their collective contribution toward establishing a legally compliant pricing governance framework.

The third stage consists of conceptual model development through an integrative synthesis of legal principles, economic theories, and digital governance concepts. Findings obtained from the literature review and normative legal analysis were consolidated into a unified conceptual framework. The proposed Consensus-Based Pricing Model was designed as an information governance mechanism rather than a mandatory pricing system. Specifically, the model utilizes aggregated market information collected from multiple stakeholders including professional associations, digital platforms, consumers, and service providers to generate a non-binding pricing benchmark intended to reduce information asymmetry while preserving contractual autonomy and competitive market dynamics. The final stage involves contextual validation through limited empirical observation of professional service marketplaces operating on digital platforms. This observational stage was not intended to test the model statistically but to assess whether the conceptual framework adequately reflects current pricing practices within Indonesia's digital service ecosystem. The observations focused on pricing transparency, negotiation practices, consumer access to pricing information, and the role of digital platforms in facilitating market transactions. These contextual insights were subsequently compared with the proposed legal framework to evaluate the practical feasibility of implementing the Consensus-Based Pricing Model.

By integrating conceptual synthesis, normative legal analysis, and contextual observation, this study seeks to construct an interdisciplinary framework situated at the intersection of contract law, consumer protection, competition law, digital governance, and information economics. Consequently, the proposed Consensus-

Based Pricing Model should be understood not merely as a pricing mechanism but as a governance framework designed to improve market transparency, reduce information asymmetry, strengthen contractual fairness, and support legally compliant digital marketplace governance in Indonesia.

RESULTS AND DISCUSSION

1. The Legal Issues in the Determination of Professional Service Fees in Indonesia

The conceptual findings of this study indicate that the determination of professional service fees in Indonesia remains fragmented, largely unstandardised, and predominantly dependent upon the discretion of individual service providers. Across various professional service sectors, particularly those involving creative industries, digital services, consultancy, and information technology, professional fees are generally established through bilateral negotiations without the benefit of a commonly recognised pricing reference capable of serving as an objective benchmark for the contracting parties. As a consequence, substantial price variations frequently arise for services possessing comparable characteristics and levels of complexity. This condition has produced two equally undesirable market outcomes: undervaluation, where professional services are priced below their economic value, thereby diminishing appropriate recognition of professional expertise and competence; and overpricing, where consumers are required to pay disproportionately high fees due to inadequate access to information regarding the reasonableness of prevailing market prices. The absence of transparent pricing references not only contributes to market inefficiency but also increases the likelihood of legal disputes between professional service providers and service users. In practice, disagreements concerning the reasonableness of professional fees are often difficult to resolve objectively because no commonly accepted benchmark exists against which the agreed price may be assessed. Consequently, dispute resolution frequently depends upon the parties' respective interpretations of the contractual terms rather than upon objective criteria reflecting the economic value of the services rendered. The determination of professional service fees therefore extends beyond a purely economic issue and assumes broader legal significance, directly affecting the principles of legal certainty and contractual fairness.

These challenges are further compounded by the distinctive characteristics of professional services, which differ fundamentally from transactions involving tangible goods. The value of professional services cannot be measured solely by quantifiable operational costs but is also shaped by intangible considerations, including professional competence, accumulated experience, creativity, reputation, service complexity, specialised expertise, and the level of commercial risk assumed by the service provider. Because these factors are inherently difficult to quantify, assessments of reasonable pricing inevitably involve a significant degree of subjectivity. Under such circumstances, conventional market mechanisms based solely upon supply and demand may fail to produce prices that accurately reflect the economic value of the services provided. This situation further intensifies information asymmetry, as professional service providers generally possess substantially greater knowledge concerning the quality and value of their services than prospective consumers. From the perspective of Indonesian contract law, these circumstances have significant implications for the formation of legally valid contractual relationships. Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata or KUHPerdata*) identifies mutual consent (*consensus ad idem*) as one of the essential requirements for contractual validity, while Article 1338 establishes that every lawfully concluded agreement binds the parties as law and embodies the principle of freedom of contract. Indonesian law therefore recognises the autonomy of professional service providers and consumers to determine contractual remuneration through mutual agreement. However, the exercise of contractual autonomy necessarily presupposes that negotiations are conducted on the basis of balanced bargaining positions and adequate information.

Where significant information asymmetry exists, agreement concerning professional service fees may no longer represent the genuine and informed intentions of both parties but instead reflect an imbalance in bargaining power. In such circumstances, although the resulting contract may formally satisfy the legal requirements for validity under Article 1320 of the Indonesian Civil Code, legitimate questions remain as to whether the process through which contractual consent was formed genuinely satisfies the substantive requirements of contractual fairness. The findings of this study therefore suggest that the principle of freedom of contract requires more than formal juridical legitimacy. Its effective implementation also depends upon the existence of a transparent market environment capable of reducing information asymmetry, facilitating balanced negotiations, and enabling *consensus ad idem* to emerge through an informed and authentic process of contractual decision-making.

2. Legal Analysis of Contemporary Professional Service Pricing Practices

Within the framework of Indonesian private law, the determination of professional service fees derives its legal legitimacy primarily from the principle of freedom of contract as embodied in Article 1338 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*). This provision authorizes contracting parties to determine the content of their agreement independently, including the amount of professional fees to be charged. Provided that the validity requirements prescribed under Article 1320 of the Civil Code are satisfied, an agreement concerning price becomes legally binding and operates as law between the parties. Nevertheless, contractual freedom is not an absolute right. In contractual relationships characterized by significant information asymmetry, unrestricted discretion in determining prices may produce an imbalance in bargaining power, thereby diminishing the quality of consent established through the doctrine of *consensus ad idem*. Accordingly, the formal legality of an agreement does not necessarily guarantee the realization of substantive justice within the contractual relationship.

This concern becomes more evident when examined from the perspective of consumer protection law. Law Number 8 of 1999 concerning Consumer Protection guarantees consumers the right to receive accurate, clear, and truthful information regarding the characteristics and pricing of goods and/or services prior to entering into a transaction. The right to information constitutes a fundamental prerequisite for enabling consumers to make informed and rational decisions. In the context of professional services, transparency regarding the basis for determining service fees is particularly significant because consumers generally lack the expertise necessary to assess whether a quoted fee appropriately reflects the provider's professional competence, the complexity of the work performed, or the quality of the services offered. Consequently, the absence of information regarding a reasonable pricing range not only exacerbates information asymmetry but also weakens consumers' bargaining position during contractual negotiations. Based on the findings of this study, the provision of an informative and non-binding pricing benchmark may serve as an effective mechanism for fulfilling consumers' right to information while simultaneously reducing informational disparities between service providers and service users, without undermining the parties' contractual freedom to negotiate and determine the final price.

At the same time, greater pricing transparency must remain consistent with the principles of competition law. Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition expressly prohibits collective price-setting (price fixing) that eliminates the independence of business actors in determining their commercial strategies. Accordingly, any initiative to establish a pricing reference system must be carefully designed to avoid evolving into a binding pricing arrangement or a mechanism that restricts market competition. In this regard, the proposed Consensus-Based Pricing Model is not intended to function as a system of collective price determination. Rather, it is conceptualized as an information governance instrument that generates a market-based pricing benchmark through the aggregation and analysis of pricing data. Service providers retain full discretion to determine their professional fees in accordance with their expertise, reputation, and the specific characteristics of the services they offer, while consumers are provided with an objective point of reference for evaluating the reasonableness of proposed fees. Consequently, the proposed model preserves an appropriate balance among three fundamental legal principles: freedom of contract, consumer protection through information transparency, and fair market competition by ensuring that the resulting pricing benchmark remains purely informative and non-binding.

3. Construction of the Consensus-Based Pricing Model

In response to the challenges identified throughout this study, this research proposes a Consensus-Based Pricing Model as a governance instrument for determining professional service fees in Indonesia. The proposed model is not intended to replace market mechanisms or introduce a centralized pricing regime. Rather, it seeks to establish an information transparency mechanism capable of reducing information asymmetry, strengthening the bargaining position of contracting parties, and enhancing legal certainty in contractual relationships. Accordingly, the model conceptualizes price as the outcome of market interaction that remains grounded in the principle of *consensus ad idem*, while being supported by objective, reliable, and verifiable pricing information. Conceptually, the model is founded upon three principal characteristics. First, it employs a non-binding pricing benchmark, whereby the proposed price range serves solely as an informational reference and does not possess legally binding force upon service providers. Professional service providers retain full autonomy to determine their fees based on their expertise, professional experience, the complexity of the services rendered, and their respective business strategies. Second, the model adopts a pricing range approach, whereby pricing information is presented as a range rather than a fixed amount, thereby reflecting prevailing market variations while preserving flexibility during contractual negotiations. Third, it is grounded in multi-stakeholder consensus, under which pricing benchmarks are developed through the participation of multiple stakeholders, enabling the resulting pricing information to more accurately represent actual market conditions than benchmarks determined by a single interest group.

Unlike conventional pricing approaches, which primarily involve negotiations between service providers and consumers, the proposed model adopts a collaborative governance approach by engaging a broader range of stakeholders who share an interest in promoting fair, transparent, and accountable pricing practices. Participants in the consensus-building process may include professional service providers, service users (end users), professional associations, professional communities, industry representatives, digital platform operators, academic institutions and universities, subject-matter experts, professional certification bodies, consumer protection organizations, and government regulators acting as providers of the normative legal framework. The participation of these diverse actors enables the development of pricing benchmarks that not only reflect prevailing market dynamics but also incorporate professional competency standards, industry developments, consumer interests, and the evolving characteristics of the digital economy. Accordingly, the resulting pricing benchmark should not be understood as a unilateral determination of price, but rather as the product of collective intelligence generated across the broader professional services ecosystem (Leonard et al., 2025). From an operational perspective, implementation of the proposed model requires digital infrastructure capable of managing pricing information efficiently, accurately, and transparently. Within this framework, digital platforms are no longer positioned merely as transaction intermediaries; instead, they evolve into information intermediaries responsible for collecting, processing, validating, and disseminating pricing information to all participants within the system. The legal legitimacy of this expanded role is supported by Government Regulation No. 80 of 2019 concerning Trading Through Electronic Systems (PMSE), which recognizes electronic commerce operators as entities responsible for providing transparent, accountable digital trading systems and ensuring the availability of adequate information for users. Consequently, digital platforms function as information infrastructures that facilitate a more transparent and efficient pricing mechanism.

Operationally, implementation of the model consists of several interrelated stages. The first stage is data acquisition, involving the collection of pricing information from multiple sources, including actual market transactions, market surveys, professional associations, industry communities, and expert assessments. The second stage is data aggregation and validation, during which statistical analysis and data quality verification are conducted to generate pricing ranges that accurately represent prevailing market conditions. The third stage is benchmark dissemination, whereby the resulting pricing ranges are published through digital platforms in formats that are readily understandable by both professional service providers and consumers. The final stage is continuous updating, involving the periodic revision of benchmark data in response to changing market conditions, thereby ensuring that the published pricing benchmarks remain relevant and adaptive within the evolving digital economy. Throughout this process, data governance must comply with the requirements established under Law No. 27 of 2022 concerning Personal Data Protection. Transaction data utilized in developing pricing benchmarks must be processed lawfully, transparently, and accountably, and should be presented exclusively in aggregated form to prevent the disclosure of individual identities or other personal information. Accordingly, the principles of purpose limitation, data minimization, security, accountability, and privacy by design constitute essential safeguards to ensure that data utilization remains consistent with the privacy rights of platform users. Consequently, the proposed Consensus-Based Pricing Model not only promotes market efficiency but also ensures the protection of personal data, which constitutes the primary source of pricing information within the system.

Furthermore, the electronic systems supporting the generation and dissemination of pricing benchmarks must satisfy the reliability standards prescribed under Law No. 1 of 2024 concerning the Second Amendment to the Electronic Information and Transactions Law. The legislation requires electronic system operators to ensure the reliability, integrity, security, and accuracy of electronic information made available to the public. Accordingly, digital platforms implementing the Consensus-Based Pricing Model must ensure that their pricing algorithms, data validation procedures, and information dissemination mechanisms operate transparently, are auditable, and do not generate misleading information. The reliability of electronic systems therefore constitutes an essential prerequisite for establishing both the legal legitimacy and the public credibility of the proposed pricing benchmark. One of the most significant legal issues surrounding the proposed model concerns its potential interaction with competition law. Pursuant to Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, price fixing constitutes an agreement among competing business actors to establish prices collectively in a manner that suppresses market competition. Fundamentally, however, the Consensus-Based Pricing Model differs from such prohibited conduct. The proposed model neither establishes a single mandatory price nor requires business actors to adopt any particular benchmark, nor does it restrict the independence of professional service providers in determining their respective fees. Instead, the benchmark functions exclusively as an informational benchmark designed to facilitate more efficient market operation through enhanced pricing transparency. Accordingly, provided that its implementation remains non-binding and is not employed as a mechanism for coordinating prices among competing service providers, the proposed model remains consistent with competition law principles and does not satisfy the legal elements of cartel behavior or unlawful price coordination.

From the perspective of consumer protection law, the proposed model contributes significantly to improving market quality. The availability of an objective pricing range enables consumers to obtain more accurate information regarding the reasonableness of professional service fees before entering into contractual relationships. This not only strengthens consumers' statutory right to receive accurate, clear, and truthful information but also reduces the risk of exploitation arising from information asymmetry between service providers and service users. Simultaneously, professional service providers are encouraged to provide more rational and transparent justifications for their pricing structures, thereby fostering business practices characterized by greater accountability, transparency, and good faith. The findings of this study further demonstrate a fundamental transformation in the institutional role of digital platforms within the digital economy. Rather than functioning solely as marketplace intermediaries, digital platforms increasingly operate as quasi-regulators that influence market governance through information management, algorithmic design, data validation mechanisms, and the provision of pricing references to market participants. Although such platforms do not possess formal regulatory authority comparable to that of the state, they exercise considerable influence in shaping pricing expectations and market behavior. Consequently, their role should be situated within a co-regulatory governance framework, whereby responsibility for market governance is collaboratively shared among government authorities, business actors, civil society, and digital platform operators. Within this governance framework, the Consensus-Based Pricing Model should not be viewed merely as a pricing mechanism. Rather, it represents a comprehensive digital governance framework that integrates the fundamental principles of contract law, consumer protection law, competition law, electronic commerce regulation, personal data protection, and electronic systems governance into a coherent and integrated legal architecture for professional service pricing in Indonesia.

4. Synthesis: Legal and Policy Implications Towards a Fair and Adaptive Pricing Model

The findings of this study demonstrate that the challenges associated with determining professional service fees in Indonesia do not merely stem from the absence of standardized pricing. Rather, they arise from the lack of integration among the various legal regimes governing the relationships between business actors, consumers, and digital platforms within the digital economy. To date, the determination of professional service fees has largely relied upon individual negotiations between service providers and service users, as guaranteed by the principle of freedom of contract. Although this approach affords contractual flexibility, its practical implementation frequently results in information asymmetry, price uncertainty, and unequal bargaining positions, thereby reducing market efficiency and increasing the likelihood of contractual disputes. Within this context, the proposed Consensus-Based Pricing Model is not intended to replace market mechanisms or restrict the parties' contractual autonomy in determining prices. Rather, it functions as an information governance mechanism that enhances the quality of contractual consensus by providing pricing information that is more transparent, objective, and verifiable. Through the availability of a non-binding pricing benchmark, contracting parties retain the freedom to negotiate prices according to the nature of the services provided, the complexity of the work, professional competence, and prevailing market conditions, while operating within a more balanced informational environment.

From the perspective of contract law, the proposed model reinforces the implementation of Articles 1320 and 1338 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*). Agreements concerning professional service fees continue to originate from the parties' free and mutual consent, thereby preserving the principle of freedom of contract. Indeed, the availability of transparent pricing references enhances the quality of contractual consent by enabling parties to make contractual decisions on the basis of more complete and reliable information. Accordingly, contractual freedom should not be understood merely as the formal liberty to determine contractual terms, but rather as informed contractual freedom, whereby genuine autonomy is supported by adequate and accessible information.

Simultaneously, the proposed model strengthens the implementation of Law No. 8 of 1999 concerning Consumer Protection. One of the fundamental rights guaranteed under consumer protection law is the right to obtain accurate, clear, and truthful information regarding goods and/or services prior to entering into a transaction. Within the professional services sector, which has long been characterized by significant information asymmetry, the availability of an objective pricing benchmark provides consumers with a more reliable basis for assessing the reasonableness of proposed service fees. Consequently, the model enhances market transparency, strengthens consumers' bargaining position, and reduces the likelihood of unfair business practices arising from informational imbalances between service providers and service users. At the same time, implementation of the proposed model must remain fully consistent with Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition. Accordingly, the defining characteristic of the Consensus-Based Pricing Model as a non-binding pricing benchmark constitutes one of its most fundamental legal safeguards. The benchmark neither establishes mandatory prices nor prescribes a single uniform tariff, nor does it interfere with the independence of business actors in determining their respective pricing strategies. Rather, its sole function is to improve the availability and quality of market information, thereby promoting competitive efficiency without facilitating price fixing or cartel-like conduct. Consequently, the proposed model strengthens healthy market competition through enhanced information transparency rather than through coordination of pricing decisions among competing business actors.

Digital transformation further introduces a new dimension to the governance of professional service pricing. Within the regulatory framework established by Government Regulation No. 80 of 2019 concerning Trading Through Electronic Systems (PMSE), digital platforms are no longer understood solely as transaction intermediaries. Instead, they increasingly function as information intermediaries responsible for collecting, validating, managing, and disseminating pricing information to the public. This evolving institutional role positions digital platforms as key actors in shaping pricing expectations within digital markets while simultaneously serving as critical infrastructure that enables more participatory, transparent, and data-driven pricing mechanisms. Nevertheless, the utilization of transaction data as the foundation for developing pricing benchmarks also gives rise to new legal obligations. All stages of data collection, aggregation, analysis, and dissemination must comply with the requirements of Law No. 27 of 2022 concerning Personal Data Protection. Data incorporated into the proposed model must be processed lawfully, proportionately, securely, and accountably, with benchmark calculations relying exclusively on aggregated data that does not reveal the identity of individual users or other personal information. Accordingly, greater pricing transparency can be achieved without compromising the fundamental right to privacy.

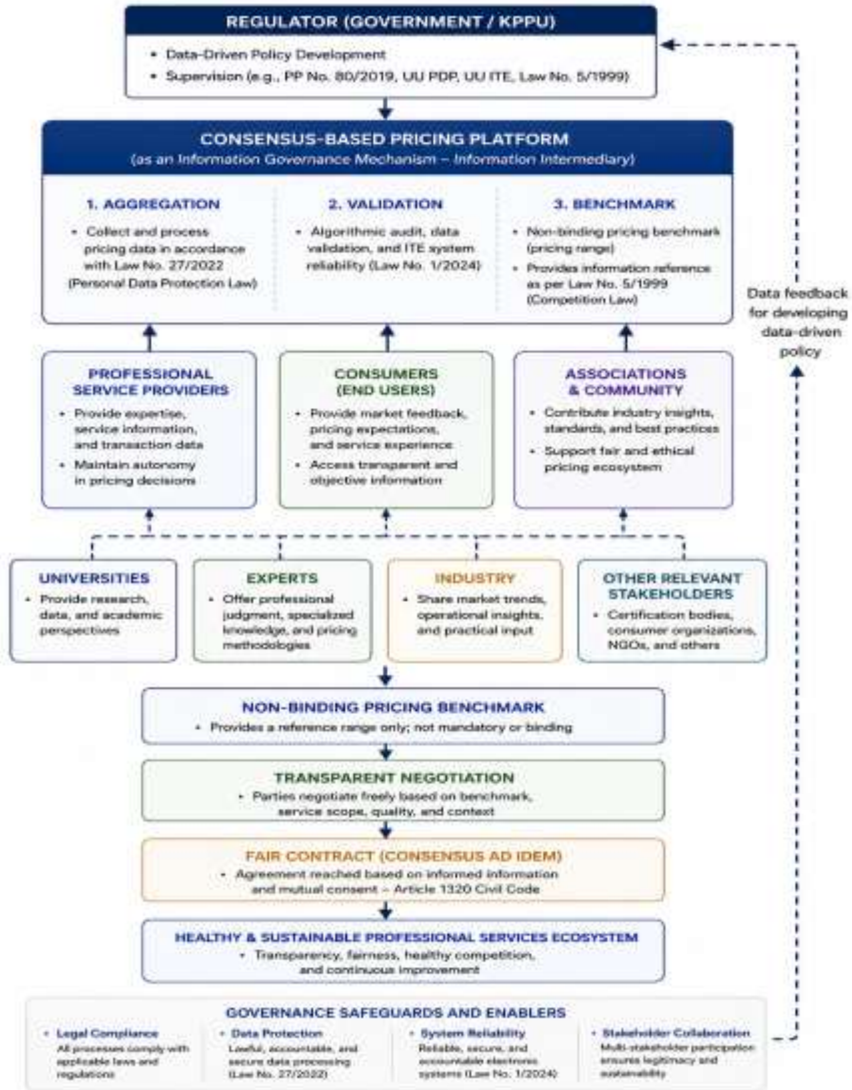

Figure 1. Consensus-Based Pricing Model

Furthermore, the technological infrastructure supporting the Consensus-Based Pricing Model must comply with the principles governing reliable electronic systems as established under Law No. 1 of 2024 concerning the Second Amendment to the Electronic Information and Transactions Law. The legal validity and public credibility of the resulting pricing benchmark depend not only upon the quality of the underlying data but also upon the reliability of the algorithms employed, the integrity of the electronic system, the security of information processing, and the accountability of platform operators (Kurniadi et al., 2023). Consequently, digital platforms should implement robust mechanisms for system auditing, data validation, algorithmic documentation, and transparent electronic system governance to ensure that the published benchmarks possess both legal legitimacy and public trust. A broader implication of this study is the need for a fundamental shift in the paradigm governing public policy on professional service pricing. Existing regulatory approaches have largely been grounded in static normative frameworks, whereas the rapidly evolving digital economy requires regulatory mechanisms that are adaptive, collaborative, and evidence-based. Through the proposed Consensus-Based Pricing Model, aggregated data concerning transaction patterns, pricing ranges, and market dynamics can serve as a reliable empirical foundation for data-driven policymaking, thereby enabling regulators to formulate more responsive and informed policies without directly intervening in market-based price formation.

More fundamentally, this study demonstrates that pricing governance within the digital economy can no longer be regarded as the exclusive responsibility of either the state or market forces alone. Instead, it requires a multi-stakeholder governance approach involving government authorities, professional service providers, consumers, professional associations, industry communities, universities, academic experts, professional certification bodies, consumer protection organizations, and digital platform operators acting as facilitators of the broader information ecosystem. Through such collaborative governance, pricing benchmarks are capable of reflecting actual market dynamics while simultaneously acquiring stronger social legitimacy and normative legitimacy. Based on the foregoing analysis, this study concludes that the proposed Consensus-Based Pricing Model constitutes a comprehensive governance framework capable of integrating the principles of contract law, consumer protection law, competition law, electronic commerce regulation, personal data protection, and electronic systems governance into a coherent mechanism for determining professional service fees. Rather than transforming market-based pricing into a centralized pricing system, the model reinforces the operation of market mechanisms through greater transparency, accountability, and informational quality. Accordingly, the proposed framework (please see Figure 1) not only offers a normative and practical solution to the challenges surrounding professional service pricing in Indonesia but also provides a new direction for the future development of business law policy in the digital economy by promoting a pricing system that is fairer, more adaptive, more transparent, and more sustainable.

CONCLUSION

This study demonstrates that the challenge of determining professional service fees in Indonesia extends beyond an economic issue and constitutes a broader legal governance problem arising from the absence of objective pricing references, persistent information asymmetry, and increasingly digitalized market interactions. Although the principle of freedom of contract under Articles 1320 and 1338 of the Indonesian Civil Code grants contracting parties the autonomy to determine contractual prices, such autonomy alone cannot ensure fairness where access to information and bargaining power are inherently unequal. Conversely, mandatory tariff standardization is equally problematic because it may interfere with market competition and potentially violate the prohibition against price fixing under Indonesian Competition Law. These conditions reveal the need for an alternative pricing governance mechanism capable of balancing contractual autonomy, consumer protection, legal certainty, and competitive market principles. In response to this normative and practical dilemma, this research develops the Consensus-Based Pricing Model as a non-binding information governance mechanism rather than a mandatory pricing regime. Unlike conventional tariff standardization, the proposed model produces a pricing benchmark derived from validated and aggregated information contributed through a multi-stakeholder ecosystem comprising professional service providers, consumers, professional associations, universities, industry representatives, subject-matter experts, regulators, and digital platforms. As illustrated in the proposed governance framework, digital platforms perform the central functions of data aggregation, validation, and benchmark generation, while regulators provide legal oversight and policy direction. The resulting benchmark serves solely as a reference to support transparent negotiations and informed contractual consent (*consensus ad idem*), without restricting the independence of market participants in determining their respective service fees.

From a legal perspective, the proposed model is not intended to replace existing market mechanisms or establish collective pricing arrangements. Instead, it operates within the harmonized framework of Indonesian Contract Law, Consumer Protection Law, Competition Law, Electronic Commerce Regulation, Personal Data Protection Law, and Electronic Information and Transactions Law. The integration of these legal regimes provides normative safeguards ensuring that the pricing benchmark remains transparent, accountable, data-driven, and fundamentally non-binding, thereby distinguishing it from unlawful price fixing or cartel practices prohibited under competition law. Beyond its normative implications, this research contributes to the development of business law by repositioning pricing as an issue of information governance rather than merely contractual negotiation or market equilibrium. The findings indicate that digital platforms increasingly function as quasi-regulatory institutions, exercising significant influence over market transparency through the collection, validation, and dissemination of pricing information. Consequently, pricing governance in digital markets should be understood as a collaborative institutional process involving regulators, market participants, and technological infrastructures rather than as an exclusively private contractual matter.

Overall, this study concludes that the Consensus-Based Pricing Model offers a legally feasible, technologically supported, and institutionally adaptive framework for governing professional service pricing in Indonesia. Rather than replacing market competition, the proposed model strengthens market efficiency by reducing information asymmetry, enhancing contractual transparency, improving consumer confidence, and preserving entrepreneurial autonomy. Accordingly, the integration of legal principles, digital platform governance, and multi-stakeholder participation provides a promising foundation for the future development of professional service pricing governance in Indonesia and other emerging digital economies.

Recommendations

Based on the findings of this research, several policy and research recommendations are proposed. First, the Government should consider developing a regulatory framework that formally recognizes non-binding pricing benchmarks as legitimate instruments of market transparency rather than mandatory tariff regulation. Such recognition would provide greater legal certainty while maintaining consistency with the principles of contractual freedom and fair competition. Second, the implementation of the proposed model should adopt a multi-stakeholder governance approach, involving regulators, professional associations, universities, industry representatives, consumer organizations, experts, professional service providers, and digital platform operators. Collaborative governance is essential to ensure that pricing benchmarks remain objective, periodically updated, empirically validated, and responsive to evolving market conditions. Third, digital platforms should be encouraged to strengthen their institutional role as information governance infrastructures by implementing transparent methodologies for data aggregation, validation, benchmark generation, and algorithmic accountability. Simultaneously, regulatory oversight should ensure compliance with competition law, personal data protection, and electronic system reliability to preserve public trust and prevent anti-competitive conduct. Finally, future research should extend the proposed conceptual model through empirical validation across different categories of professional services. Further studies may also explore the integration of emerging technologies including artificial intelligence, machine learning, blockchain, and explainable algorithms to automate pricing benchmark generation while ensuring transparency, accountability, legal compliance, and institutional trustworthiness.

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