

IMPLEMENTATION OF THE STANDARD AGREEMENT BASED ON LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION

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Abstract - The provisions of Article 1338 paragraph (1) of the Civil Code are provisions that form the basis for the recognition of the principle of freedom of contract. Various types and forms of agreements exist in society, including standard agreements where the business actor unilaterally determines the contents and terms without allowing bidding or negotiation from other parties or consumers. The legal relationship between business actors and consumers should be equal, but both *de facto* and *de jure*, consumers are in a weak position. This study aims to determine the legal implications of implementing a standard agreement under the Consumer Protection Law, using a normative juridical approach. The research findings reveal that Article 18 of the Consumer Protection Law, establishes various prohibitions for business actors who offer goods and/or services through standard agreements. Violation of the provisions of Article 18 paragraph (1) of the Consumer Protection Law referred to above will result in agreements made by the parties null and void. In addition, Article 62 paragraph (1) of the Consumer Protection Law also regulates sanctions for violations of Article 18 of the Consumer Protection Law.

Keywords: standard agreement; consumer protection; law based

INTRODUCTION

In the law of engagement, the provisions of the agreement are contained in the provisions of Article 1313 of the Civil Code (KUHPdata) which stipulates that: "an agreement is an act by which one person or more binds himself to one or more other people". That is, the parties to the agreement have the responsibility to carry out their respective obligations, where these obligations are the rights of other parties and therefore each party that has agreed to make an agreement is legally bound and the agreement applies as law. for those who make it. The provisions referred to are contained in Article 1338 paragraph (1) of the Civil Code which states that "all agreements made legally apply as laws for those who make them."¹

Agreement law provides space for the parties to form and determine the contents of the agreement to be carried out, even though in its implementation there are several problems that are often experienced in carrying out the agreement². The provisions of Article 1338 paragraph (1) of the Civil Code are provisions that form the basis for the recognition of the principle of freedom of contract. With this principle, many types and forms of agreements are found in society, it is possible for everyone to make various types of agreements in any content and form. The only restrictions on the principle of freedom of contract are law, public order and good decency (*vide Article 1337 of the Civil Code*). Of course, it is still bound by the terms of the validity of the agreement according to Article 1320 of the Civil Code, namely: a). Agree those who bind themselves; b). Ability to act within the law; c). There is a certain thing; and D). A lawful reason. Based on these requirements it is said that the contents of an agreement must contain a clause that is permissible or legal (*gedorloof de dorzaak*), which is used as the object or content and the

¹ Rahil Sasia Putri Harahap, Fiona Chrisanta. "Pembatasan Klausul pada Perjanjian Baku dalam Upaya Perlindungan Konsumen Melalui Undang-Undang Perlindungan Konsumen". *Rewang Rencang: Jurnal Hukum Lex Genarilis*. Vol. 4. No. 4. April 2023.

² Melisa Aquaria Putri S. "Klausula Baku dalam Suatu Perjanjian berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen". *Jurnal Gagasan Hukum*. Vol. 2. No. 2. Desember 2020.



achievement goals contained in the agreement must be a legal clause, so that the agreement becomes a valid or legal agreement and bind (*bindings*).³

If someone has signed an agreement, the agreement will become law for those who are bound⁴. In reality, there are still agreements that are designed and made unilaterally, which are called standard agreements because they have been designed by a powerful party and generally only highlight the rights and obligations of the so-called strong party. Standard agreements are only made without negotiating with related parties or consumers and indirectly consumers have 2 (two) choices, namely accepting or rejecting.⁵

One type of agreement in question is the enactment of standard agreements (standard contracts) in various types of consumer transactions, namely transactions that occur between consumers and business actors in relation to fulfilling the needs of human life.⁶ A standard agreement is a form of written agreement made by one of the parties to the agreement and the other party has little opportunity to negotiate changing the clauses made by the opponent as in the compensation clause and non-negotiable dispute resolution methods.⁷ In simple terms, a standard agreement can be interpreted as a type of agreement in which the contents and terms of the agreement are determined unilaterally by the business actor and other parties or consumers are not allowed to bid or negotiate the contents and terms, except by choice or not. Basically, standard agreements aim to provide convenience or practicality for the parties in conducting transactions. Therefore, the rapid development of standard agreements is unstoppable in an era that demands practicality in conducting transactions.⁸

In the business world, standard agreements have become a necessity in practice to establish legal relations between parties, including the legal relationship between business actors and consumers. One of the goals of business actors is to meet the needs of consumers, and conversely consumers need business actors to be able to meet their needs. As long as consumers and business actors still need each other, the possibility of disputes will always exist.⁹ Therefore it is necessary to regulate the use of standard agreements as one of the efforts in the context of consumer protection, because what is meant by consumer protection according to Law Number 8 of 1999 concerning Consumer Protection (*Consumer Protection Law*) Article 1 point 1 is all efforts that guarantee certainty laws to protect consumers. Consumer protection is basically legal protection for consumers in an effort to meet their needs from things that can harm the consumers themselves.¹⁰ The construction of legal relations between business actors and consumers should be equal, but both *de facto* and *de jure*, consumers are in a weak position. Several factors lead to a weak consumer position, including consumer ignorance or lack of information and consumer bargaining power, as well as the position of consumers who seem to be one step behind business actors. On the other hand, business actors appear to be more well-formed and powerful than their consumers.¹¹

³ Medik Apri Permana Putra. "Analisis Yuridis Klausula Baku dalam Perjanjian Kredit Bank". *Justice Law: Jurnal Hukum Universitas Muhammadiyah Metro*. Vol. 1. No. 2. 2021.

⁴ Melisa Aquaria Putri S., loc. cit.

⁵ Fransiska Novita Elenora, Aliya Sandara Dewi. "Pelaksanaan Perjanjian Baku dan Akibat Hukumnya bagi Konsumen". *Jurnal Mercatoria*, 15 (10), Juni 2022.

⁶ Hulman Panjaitan. "Pemberlakuan Perjanjian Baku dan perlindungan terhadap Konsumen". *Jurnal Hukum To-Ra*. Vol. 2. No. 1. April 2016.

⁷ Dara Qurratu Aini Yusuf. "Perlindungan Konsumen terhadap Klausula Eksonerasi dalam Perjanjian Baku Perusahaan Jasa Pengiriman Barang (Studi pada Perusahaan Pengiriman Barang di Kota Binjau PT. JNE)". *Juris Studia: Jurnal Kajian Hukum*. Vol. 3. No. 2. 2022.

⁸ I Gusti Ayu Ratih Pradnyani, I Gusti Ayu Pupawati, Ida bagus Putu Utama. "Perjanjian Baku dalam Hukum perlindungan Konsumen". *Kertha Semaya : Journal Ilmu Hukum*. Vol. 6. No. 2. Januari 2018.

⁹ Diah Wahyunlina, Chrisdanty. "Pengawasan Pencantuman Klausula Baku oleh BPSK dan OJK". *86 Jurnal Ilmiah Hukum*. Vol. 12. No. 2. November 2018.

¹⁰ Dede Agus. "Perlindungan Konsumen atas Penggunaan Perjanjian Baku dalam Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen". *Nurani Hukum*. Vol. 1. No. 1. Desember 2018.

¹¹ Agus Satory. "Perjanjian Baku dan Perlindungan Konsumen dalam Transaksi Bisnis Sektor Jasa Keuangan: Penerapan dan Implementasinya di Indonesia". *Padjadjaran Jurnal Ilmu Hukum*. Vol. 2. No. 2. 2015.



Abuse of circumstances/"*misbruik van omstandigheden (undue influence)*" is an act caused by an unequal position between one party and another in an agreement, where the dominant party has a stronger position and takes advantage of the weaker position of the other party.¹² By paying attention to the material or content and terms of the standard agreement, it is found that there is an imbalance in the position between consumers and business actors.¹³ Consumers are always on the weak side compared to business actors. The party with a stronger position is the party that makes the standard agreement made by the business actor, if the consumer rejects the standard agreement made by the business actor then he will not get the desired goods or services.¹⁴

In practice, consumers often do not pay attention to this because their interests must be fulfilled immediately, even though when there is a problem they realize that the agreement they entered into is detrimental to them. In this regard, consumer protection law functions to provide protection for parties who are in a weak position (*consumers*) in order to obtain their rights in balance with the obligations they receive. Furthermore, the weighing part of the Consumer Protection Law which is the philosophical foundation of the Law states that "to increase the dignity of consumers, it is necessary to increase awareness, knowledge, concern, ability and independence of consumers to protect themselves and develop the attitude of responsible business actors."¹⁵

The debate about whether or not an agreement that arises from a standard agreement to bind or apply as law to the contracting parties is a problem, in countries that have previously faced problems using the standard agreement pattern, as a reaction or effort by the legal community to look for a measure of justice, especially for the users of goods and services (consumers) who tend to be placed in a weak position.¹⁶ Therefore, in a contract made by the parties, it should be able to accommodate the interests of the parties. The existence of the interests of the parties, is something that cannot be separated, because basically in a contract agreement the parties in it both have an interest.¹⁷

If you pay attention to the business strategy carried out by business actors, if the business actors do not show the draft standard agreement to consumers to study before signing it, then the inclusion of clauses in the standard agreement is clearly against the law, especially contrary to one of the conditions in Article 1320 KUH Civil Code, namely number 4 regarding a cause that is not prohibited. Even though the terms of the word "agreed" in number 1 of Article 1320 of the Civil Code have been carried out and signed by both parties, if the transaction between the business actor and the consumer is carried out with speculations that are not in accordance with the principles of decency, fairness and decency (vide: Article 1339 of the Civil Code), then the validity of point 1 of Article 1320 of the Civil Code in the standard agreement becomes useless or has a formal juridical disability.¹⁸

RESEARCH METHOD

This study uses a normative juridical approach, namely by inventorying, studying and analyzing and understanding law as a set of rules or positive norms in the statutory system that regulates human

¹² Ahyuni Yunus. "Penyalahgunaan Keadaan dalam Bentuk Perjanjian Baku". *Kanun Jurnal Ilmu Hukum*. Vol. 21. No. 2. Agustus 2019.

¹³ Krismat Hutagalung, Hasnati, Indra Afrita. "*Perlindungan Hukum Konsumen Terhadap Perjanjian Baku yang Merugikan Konsumen*". Mizan: Jurnal Ilmu Hukum. Vol. 10. No. 2. Desember 2021.

¹⁴ Ni Nyoman Diah Widiastih, Ni Luh Made Mahendrawati, Desak Gde Dwi Arini. "Perlindungan Konsumen Laundry dalam Perjanjian Baku Cha Cha Laundry". *Jurnal Analogi Hukum*, 3 (1). 2021.

¹⁵ Sekarum Intan Munggaran, Sudjana, Bambang Daru Nugroho. "Perlindungan Konsumen Terhadap Pencantuman Klausula Baku dalam Perjanjian". *Acta Diurnal: Jurnal Ilmu Hukum Kenotariatan Fakultas Hukum Unpad*. Vol. 2. No. 2. Juni 2019.

¹⁶ Dauri, Retias Dewi Jayanti, Nadya Waliyyatunnisa. "Akibat Hukum Terhadap Penerapan Klausula Eksenorasi dalam Perjanjian Baku". *Humani: Hukum dan Masyarakat Madani*. Vol. 10. No. 1. Mei 2020.

¹⁷ Singgih Purnomo, Aris Prio Agus Santoso, Muhammad Habib, Nurul Itsna Fawzi'ah. "Kalusula dalam Perspektif Perjanjian Dagang". *Jurnal Ilmu Sosial dan Pendidikan (Jisip)*. Vol. 5. No. 4. November 2021.

¹⁸ Rani Yuwafi, Gunawan Nachrawi, Marjan Miharja. "Klausula Eksenorasi dari Perspektif Asas Kebebasan Berkontrak dan Asas Keadilan Studi Kasus Putusan Kasasi Nomor 8/K/PDT/2013". *Jurnal Hukum Pelita*. Vol. 3. No. 1. 2022.



life.¹⁹ The approach used is the statute approach, which is an analysis that examines the laws and regulations related to the problem under study, the conceptual approach, which is an approach carried out by examining the concepts and views of experts who related to problems. The technique and collection of legal materials is carried out by means of library research, namely by inventorying and reviewing laws and regulations, legal documents and journals, as well as related previous research results. The analysis of legal material in this study is a descriptive research which is carried out by elaborating an explanation of the legal material which then draws deductive conclusions from a problem.

RESEARCH RESULTS AND DISCUSSION

Legal Consequences of Implementing a Standard Agreement Based on Law Number 8 of 1999 concerning Consumer Protection

In general, an agreement is an agreement between two or more people in trading goods and or services to be sold or consumed. According to the provisions of Article 1313 of the Civil Code, it states that: An agreement is an act in which one or more people bind themselves to one or more other people. Article 1320 of the Civil Code states regarding the legal requirements for an agreement, namely:

1. Agree that those who bind themselves, meaning that in carrying it out it is not based on fraud, oversight and coercion from parties who have an interest and also want to take advantage of the implementation of the agreement.
2. The ability to make an agreement, an agreement that is made with the ability between them, which must be made by those who are categorized as competent in legal actions are adults and not children including those who are under guardianship and guardianship.
3. A certain thing, where it must be clear what is the object and what is promised.
4. Because what is lawful means something that causes someone to make an agreement, but refers to the content and purpose of the agreement.

The requirements mentioned above relate to the subject and object of the agreement. The first and second requirements relate to the subject of the agreement or subjective terms. The third and fourth requirements relate to the object of the agreement or objective conditions. The subjective element includes the free agreement of the parties who promised and the skills of the parties entering into the agreement, while the objective element includes the existence of the subject matter which is the object of achievement agreed to be carried out must be something that is not prohibited or permitted by law. Therefore, the non-fulfillment of one of the four elements causes defects in the agreement, and the agreement is threatened with cancellation, either in the form of being able to be canceled (*if there is a violation in the subjective element*), or null and void (*in the event that the objective element is not fulfilled*), with the understanding that the implementation of the agreement that was born from the agreement cannot be forced.²⁰

The null and void provision is contained in Article 1320 paragraph (4) of the Civil Code which states that a contract is null and void if it is based on an unlawful cause. The explanation of the unlawful cause is explained in Article 1337 of the Civil Code which outlines that a cause of an agreement is declared illegal if it is prohibited by law, or if it is contrary to decency or public order.²¹

The Consumer Protection Law, which specifically constitutes a *lex specialis* from the elaboration of Article 1337 and Article 1339 of the Civil Code, which have regulated the main signs for implementing the contents of standard contracts, namely: provisions regarding prohibitions on the transfer of responsibilities of business actors; states that business actors have the right to refuse the return of goods that have been purchased by consumers; business actors have the right to refuse to return the money paid for goods and/or services purchased by consumers; declare the authorization of the consumer to the business actor either directly or indirectly to take all

¹⁹ Soerjono Soekanto. 2003. *Penelitian Hukum Normatif*. Jakarta: PT Raja Grafindo Persada. hlm. 13

²⁰ Dauri, Retias Dewi Jayanti, Nadya Waliyyatunnisa, loc. cit.

²¹ Ricardo Simanjuntak. 2011. *Hukum Kontrak Teknik Perancangan Kontrak Bisnis*. Cetakan II . Edisi Revisi. Jakarta: Kontrak Publishing. hlm. 200.



unilateral actions relating to goods purchased by the consumer in installments; regulates the matter of proof of loss of use of goods or use of services purchased by consumers; give to business actors to reduce the benefits of services or reduce the assets of consumers who are the object of buying and selling services; declares that consumers are subject to new regulations during the period of utilization of goods and services; states that the consumer authorizes the business actor to release mortgage rights, lien rights, collateral rights for goods purchased by consumers in installments; prohibition on the inclusion of standard clauses whose location and shape are difficult to see or cannot be read clearly, and are not understood (Article 18 Paragraph (1) and Paragraph (2) of the Consumer Protection Law).²²

The agreement to be implemented must be based on good faith, responsibility and self-awareness, carried out in good faith, meaning that it is in accordance with decency and fairness between each of the parties who agree that the agreement will be implemented. In the Consumer Protection Law, business actors are required to have good faith in carrying out their business activities, while consumers are required to have good faith in making purchases of goods and or services.²³

In general, agreements are made based on the agreement of the parties and the fulfillment of the elements and conditions of an agreement so that it can be said to be valid and binding on the parties because there are rights and obligations that must be implemented and cannot be violated because if they are violated, it is called a default. But there is also what is called a unilateral agreement, meaning that one party makes an agreement without involving the other and sometimes what happens is that one party agrees to it because of an interest in the goods and services. The agreement is based on the provisions of the Consumer Protection Act which are stated as standard clauses, namely a rule or provisions and conditions that have been prepared and have also been determined unilaterally by the business actor as outlined in a binding agreement and the consumer is obliged to fulfill it, where This means that there is an impact if the clause is applied to consumers and their protection will be harmed and if there is a dispute then the maker of the standard clause will argue that consumers will follow the contents of the agreement.²⁴

Even though the Consumer Protection Law does not explicitly mention standard agreements, if you look at the opinion of Yohanes Sogar Simamora which states that the heart of a contract is the clauses regulated therein (*main and supporting clauses*).²⁵ In principle, the inclusion or use of standard clauses is not prohibited except for standard clauses whose contents are detrimental to consumers, and standard clauses which are prohibited..²⁶ Given the imbalance in setting rights and obligations between business actors and consumers in a standard agreement, the Consumer Protection Law through Article 18 regulates and stipulates several prohibitions for business actors who will offer goods and/or services they produce through standard agreements.²⁷

Article 18 of the Consumer Protection Law, contains arrangements for the inclusion of standard clauses in documents and/or agreements, namely:

- (1) P business actors in offering goods and/or services intended for trading are prohibited from making or including standard clauses in every document and/or agreement if:
 - 1) Declare the transfer of responsibility of business actors;
 - 2) States that business actors have the right to refuse the return of goods purchased by consumers;

²² Sri Lestari Poernomo. "Standar Kontrak dalam Persepektif Hukum Perlindungan Konsumen". *Jurnal Penelitian Hukum Dejure*. Vol. 19. No. 1. Maret 2019.

²³ Ahmadi Miru dan Sutarman Yodo. 2011. *Hukum Perlindungan Konsumen*. Jakarta: PT Rajagrafindo Persada. hlm. 54.

²⁴ Fransiska Novita Elenora, Aliya Sandara Dewi, loc. cit.

²⁵ Yohanes Sogar Simamora. 2005. *Prinsip Hukum Kontrak dalam Pengadaan Barang dan Jasa oleh Pemerintah*. Disertasi. Program Pascasarjana Universitas Airlangga. Fakultas Hukum. Surabaya. hlm. 256.

²⁶ Dede Agus, loc. cit.

²⁷ Dhani K. Harjono. "Standard Clauses in Fund Deposit Agreements in Perspective of Undang Undang Perlindungan Konsumen". *Jurnal Hukum To-Ra: Hukum untuk Mengatur dan Melindungi Masyarakat*. Vol. 8. Issue 1. 2022.



- 3) States that the business actor has the right to refuse to return the money paid for the goods and/or services purchased by the consumer;
 - 4) Stating the authorization from consumers to business actors, either directly or indirectly, to take all unilateral actions related to goods purchased by consumers in installments;
 - 5) Regulates the matter of proving the loss of use of goods or utilization of services purchased by consumers;
 - 6) Give rights to business actors to reduce service benefits or reduce consumer assets which are the object of buying and selling services;
 - 7) Declare consumer compliance with regulations in the form of new rules, additions, continuations and/or further changes made unilaterally by business actors while consumers are using the services they have purchased;
 - 8) States that the consumer authorizes the business actor to impose mortgage rights, lien rights, or guarantee rights on goods purchased by consumers in installments.
- (2) Entrepreneurs are prohibited from including standard clauses whose location or shape is difficult to see or cannot be read clearly, or whose disclosure is difficult to understand.
 - (3) Every standard clause that has been stipulated by business actors in documents or agreements that fulfill the provisions referred to in paragraph (1) and paragraph (2) is declared null and void.
 - (4) Entrepreneurs are required to adjust standard clauses that are contrary to this law.

The elucidation of Article 18 paragraph (1) of the Law states the purpose of the prohibition on the inclusion of standard clauses, namely that: "This prohibition is intended to place consumers on an equal footing with business actors based on the principle of freedom of contract". The mention of a standard (standard) agreement is only found in the general explanation of the fourth paragraph of the Consumer Protection Law, namely: "Consumers are objects of business activity to reap the maximum profit by business actors through promotional tips, sales methods, and the implementation of standard agreements that are detrimental to consumers."²⁸

Violation of the provisions of Article 18 paragraph (1) of the Consumer Protection Law referred to above will result in an agreement made by the parties null and void, as stipulated in Article 18 paragraph (3) of the Consumer Protection Law. Agreements with standard clauses do not only get null and void legal consequences if they violate the provisions of Article 18 paragraph (1) of the Consumer Protection Law. Cancellation by law also occurs if an agreement with a standard clause cannot fulfill the objective requirements, according to Article 1320 of the Civil Code, whereas if the subjective conditions are met, namely incompetent or free in making an agreement, the agreement can be requested for cancellation.²⁹

The nature of the cancellation of this standard contract law does not take place automatically. Article 1266 in conjunction with 1267 of the Civil Code stipulates that the cancellation of an agreement is through the court and has the force of law in a judge's decision. Null by law, an agreement is a violation of Article 1320 of the Civil Code in terms of the objective requirements of an agreement. The consequence of being null and void of an agreement is the declarative cancellation of the agreement, which means the cancellation of the entire contents of the agreement. So when a standard agreement contains a prohibited clause, and a lawsuit is filed in court, the judge decides to annul the agreement by law, then the agreement becomes completely void (*not just the standard clause*).³⁰ In addition, Article 62 paragraph (1) of the Consumer Protection Law also regulates sanctions for violations of Article 18, which contain a maximum penalty of 5 (five) years in prison or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiahs). In the Civil Code which regulates agreements regarding consumer protection in general, it is said that if the application of standard clauses contains prohibited substances, the agreement can be canceled. This is because the contents of the agreement are considered to violate the rights of

²⁸ Dede Agus, loc. cit

²⁹ Dauri, Retias Dewi Jayanti, Nadya Waliyyatunnisa, loc. cit.

³⁰ Ainul Wardah. "Tinjauan Hukum Islam Terhadap Penerapan Kontrak Baku Dalam Penetapan Nisbah Bagi Hasil Akad Mudarabah di Lembaga Perbankan Syariah". *Jurnal Az-Zarqa'*. Vol. 10. No. 2. Desember 2018.

consumers because consumers do not know and do not get information about the goods and services to be sold or enjoyed.³¹ According to Shidarta, what is declared null and void is that the standard clause is not the entire agreement (article 18 paragraph (3) of the Consumer Protection Law), but if the standard clause is related to an essential element that is subject to coercive legal provisions, then it is very likely that it will cancel the whole agreement.³² Thus the position of the standard agreement is recognized and allowed to be used in practice by the Consumer Protection Law as long as the standard clauses contained therein do not conflict with the Consumer Protection Law itself.³³

CONCLUSION

Based on the results of the research and discussion above, it is known that the Consumer Protection Law does not explicitly mention standard agreements, but the heart of a contract is the clauses regulated therein. The Consumer Protection Law through Article 18 regulates and stipulates several prohibitions for business actors who will offer goods and/or services they produce through standard agreements. This prohibition is intended to place consumers in an equal position with business actors based on the principle of freedom of contract. Violation of the provisions of Article 18 paragraph (1) of the Consumer Protection Law referred to above will result in an agreement made by the parties null and void, as stipulated in Article 18 paragraph (3) of the Consumer Protection Law. Agreements with standard clauses do not only get null and void legal consequences if they violate the provisions of Article 18 paragraph (1) of the Consumer Protection Law, they also occur if agreements with standard clauses cannot fulfill objective and subjective requirements, according to what is regulated by Article 1320 of the Civil Code. In addition, Article 62 paragraph (1) of the Consumer Protection Law also regulates sanctions for violations of Article 18 of the Consumer Protection Law, which contain a maximum penalty of 5 (five) years in prison or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah).

REFERENCES

Books:

- [1] Miru, Ahmadi dan Sutarman Yodo. 2011. *Hukum Perlindungan Konsumen*. Jakarta: PT Rajagrafindo Persada.
- [2] Simanjuntak, Ricardo. 2011. *Hukum Kontrak Teknik Perancangan Kontrak Bisnis*. Cetakan II. Edisi Revisi. Jakarta: Kontrak Publishing.
- [3] Soekanto, Soerjono. 2003. *Penelitian Hukum Normatif*. Jakarta: PT Raja Grafindo Persada.

[4] Journals :

- [5] Agus, Dede. "Perlindungan Konsumen atas Penggunaan Perjanjian Baku dalam Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen". *Nurani Hukum*. Vol. 1. No. 1. Desember 2018.
- [6] Dauri, Retias Dewi Jayanti, Nadya Waliyyatunnisa. "Akibat Hukum Terhadap Penerapan Klausula Eksenorasi dalam Perjanjian Baku". *Humani: Hukum dan Masyarakat Madani*. Vol. 10. No. 1. Mei 2020.
- [7] Elenora, Fransiska Novita, Aliya Sandara Dewi. "Pelaksanaan Perjanjian Baku dan Akibat Hukumnya bagi Konsumen". *Jurnal Mercatoria*, 15 (10), Juni 2022.
- [8] Harahap, Rahil Sasia Putri, Fiona Chrisanta. "Pembatasan Klausul pada Perjanjian Baku dalam Upaya Perlindungan Konsumen Melalui Undang-Undang Perlindungan Konsumen". *Rewang Rencang: Jurnal Hukum Lex Genarilis*. Vol. 4. No. 4. April 2023.
- [9] Harjono, Dhani K.. "Standard Clauses in Fund Deposit Agreements in Perspective of Undang Undang Perlindungan Konsumen". *Jurnal Hukum To-Ra: Hukum untuk Mengatur dan Melindungi Masyarakat*. Vol. 8. Issue 1. 2022.

³¹ Fransiska Novita Elenora, Aliya Sandara Dewi. "Pelaksanaan Perjanjian Baku dan Akibat Hukumnya bagi Konsumen". *Jurnal Mercatoria*, 15 (10), Juni 2022.

³² Shidarta. 2006. *Hukum Perlindungan Konsumen Indonesia*. Jakarta: Gramedia Widiasarana Indonesia. Hlm.151.

³³ Dede Agus. "Perlindungan Konsumen atas Penggunaan Perjanjian Baku dalam Undang-Undang Nomor 8 Tahun 1999 tentang perlindungan Konsumen". *Nurani Hukum*, Vol. 1 No. 1, Desember 2018.

- [10] Hutagalung, Krismat, Hasnati, Indra Afrita. "Perlindungan Hukum Konsumen Terhadap Perjanjian Baku yang Merugikan Konsumen". Mizan: Jurnal Ilmu Hukum. Vol. 10. No. 2. Desember 2021.
- [11] Karianga, H., & Rahman, A. (2023). The Attorney's Authority In Determining State Financial Losses In Corruption Crimes. Russian Law Journal, 11(3). <https://doi.org/10.52783/rlj.v11i3.1612>
- [12] Munggaran, Sekarum Intan, Sudjana, Bambang Daru Nugroho. "Perlindungan Konsumen Terhadap Pencantuman Klausula Baku dalam Perjanjian". Acta Diurnal: Jurnal Ilmu Hukum Kenotariatan Fakultas Hukum Unpad. Vol. 2. No. 2. Juni 2019.
- [13] Palullungan, L., & Asmah, Y. B. (2023). The Authority Of Regional Government To Regulate Construction Services. Russian Law Journal, 11(3). <https://doi.org/10.52783/rlj.v11i3.1834>
- [14] Panjaitan, Hulman. "Pemberlakuan Perjanjian Baku dan perlindungan terhadap Konsumen". Jurnal Hukum To-Ra. Vol. 2. No. 1. April 2016.
- [15] Poernomo, Sri Lestari. "Standar Kontrak dalam Persepektif Hukum Perlindungan Konsumen". Jurnal Penelitian Hukum Dejure. Vol. 19. No. 1. Maret 2019.
- [16] Pradnyani, I Gusti Ayu Ratih, I Gusti Ayu Pupawati, Ida bagus Putu Utama. "Perjanjian Baku dalam Hukum perlindungan Konsumen". Kertha Semaya : Journal Ilmu Hukum. Vol. 6. No. 2. Januari 2018.
- [17] Purnomo, Singgih, Aris Prio Agus Santoso, Muhammad Habib, Nurul Itsna Fawzi'ah. "Kalusula dalam Perspektif Perjanjian Dagang". Jurnal Ilmu Sosial dan Pendidikan (Jisip). Vol. 5. No. 4. November 2021.
- [18] Putra, Medik Apri Permana. "Analisis Yuridis Klausula Baku dalam Perjanjian Kredit Bank". Justice Law: Jurnal Hukum Universitas Muhammadiyah Metro. Vol. 1. No. 2. 2021.
- [19] S, Melisa Aquaria Putri. "Klausula Baku dalam Suatu Perjanjian berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen". Jurnal Gagasan Hukum. Vol. 2. No. 2. Desember 2020.
- [20] Satory, Agus. "Perjanjian Baku dan Perlindungan Konsumen dalam Transaksi Bisnis Sektor Jasa Keuangan: Penerapan dan Implementasinya di Indonesia". Padjadjaran Jurnal Ilmu Hukum. Vol. 2. No. 2. 2015.
- [21] Wardah, Ainul. "Tinjauan Hukum Islam Terhadap Penerapan Kontrak Baku Dalam Penetapan Nisbah Bagi Hasil Akad Mudarabah di Lembaga Perbankan Syariah". Jurnal Az-Zarqa'. Vol. 10. No. 2. Desember 2018.
- [22] Wahyunlina, Diah, Chrisdanty. "Pengawasan Pencantuman Klausula Baku oleh BPSK dan OJK". 86 Jurnal Ilmiah Hukum. Vol. 12. No. 2. November 2018.
- [23] Ni Nyoman Diah Widiasih, Ni Luh Made Mahendrawati, Desak Gde Dwi Arini. "Perlindungan Konsumen Laundry dalam Perjanjian Baku Cha Cha Laundry". Jurnal Analogi Hukum, 3 (1). 2021.
- [24] Yunus, Ahyuni. "Penyalahgunaan Keadaan dalam Bentuk Perjanjian Baku". Kanun Jurnal Ilmu Hukum. Vol. 21. No. 2. Agustus 2019.
- [25] Yusuf, Dara Qurratu Aini. "Perlindungan Konsumen terhadap Klausula Eksonerasi dalam Perjanjian Baku Perusahaan Jasa Pengiriman Barang (Studi pada Perusahaan Pengiriman Barang di Kota Binjau PT. JNE)". Iuris Studia: Jurnal Kajian Hukum. Vol. 3. No. 2. 2022.
- [26] Yuwafi, Rani, Gunawan Nachrawi, Marjan Miharja. "Klausula Eksonerasi dari Perspektif Asas Kebebasan Berkontrak dan Asas Keadilan Studi Kasus Putusan Kasasi Nomor 8/K/PDT/2013". Jurnal Hukum Pelita. Vol. 3. No. 1. 2022.

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Legislation:

Kitab Undang-Undang Hukum Perdata.

Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.