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Legal Protection for Consumers Against Standard Clauses in the Parking Area (Research Study at Suzuya Mall, Lhokseumawe City)

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ABSTRACT

The standard clause on Suzuya Mall parking tickets stating that all losses are beyond the responsibility of the management creates legal uncertainty and disadvantages consumers. This study aims to identify the form of legal protection that consumers should receive, describe the losses caused by such clauses, and analyze the responsibility of parking management in cases of lost items. The research uses an empirical juridical approach with a descriptive nature, based on interviews with relevant parties and library research, then analyzed qualitatively to explain the facts found in the field. The results show that consumer legal protection at Suzuya Mall has not been properly implemented due to the existence of standard clauses that contradict Article 18 of the Consumer Protection Law, which shifts full responsibility to consumers and creates legal uncertainty. The losses suffered by consumers include material losses, such as the loss of helmets and personal belongings, as well as immaterial losses in the form of insecurity and loss of trust, without any compensation. The implementation of parking management's responsibility remains weak because they only provide CCTV recordings without compensation, even though the parking relationship is classified as a custodial agreement that requires the management to safeguard entrusted items.

Keywords: Legal Protection, Consumers, Standard Clause, Parking Ticket, Suzuya Mall Lhokseumawe.

1. INTRODUCTION

Legal protection is an effort provided to legal subjects in the form of legal instruments, both *preventive* and *repressive* , written and unwritten. The concept is that law can provide justice, order, certainty, benefit, peace, and tranquility for all human interests in society.[1] According to Philipus M. Hadjon, legal protection is essentially the recognition and guarantee of the human rights of legal subjects from the arbitrariness of other parties.[2]

This is emphasized in Article 28D paragraph (1) of the 1945 Constitution, "everyone has the right to recognition, guarantee, protection and certainty of fair law and equal treatment before the law." One form of implementation of this constitutional provision can be seen in the state's efforts to provide protection to consumers.

Legal protection is becoming increasingly important due to the imbalance in position between businesses and consumers. Therefore, Law Number 8 of 1999 concerning Consumer Protection (UUPK) was enacted to provide a clear legal basis. Article 1 number 1 of the UUPK states that consumer protection is "all efforts to guarantee legal certainty for consumers," while Article 1 number 2 confirms that consumers are "every person who uses goods and/or services available in society, whether for their own benefit, their family, other people, or other living beings and not for trade."

Consumers often face challenges due to limited information regarding the use of goods and/or services provided by businesses. This situation places consumers at a disadvantage and unequal position compared to businesses. This unequal bargaining power is reflected in standard clauses, which are generally drafted unilaterally by businesses, leaving consumers with no choice but to accept them without any room for agreement.[3]

This is seen in the parking practices at Suzuya Lhokseumawe City Mall , where the parking manager includes a standard clause stating that all forms of loss are outside of his responsibility. This clause clearly contradicts Article 18 paragraph (1) letter a of the UUPK, which prohibits business actors from transferring responsibility to consumers, "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 they "state the transfer of responsibility of the business actor".

This situation creates legal uncertainty and weakens consumer protection. One important provision in the Consumer Protection Law is Article 18 paragraph (1) letter a, which prohibits business actors from including standard clauses that transfer responsibility to consumers. This provision aims to protect consumers from detrimental unilateral practices and maintain a balance between rights and obligations. However, many business actors still ignore this provision by continuing to apply standard clauses in their practices.

This situation is evident in parking practices at Suzuya Mall in Lhokseumawe City, where the management includes a standard clause stating that any loss of property is beyond their responsibility. This practice clearly violates the UUPK and creates legal uncertainty. This demonstrates a gap between normative law and its implementation on the ground.

Based on this background, this research is crucial to further examine the forms of legal protection that consumers should receive, the losses arising from the application of standard clauses, and the analysis of parking management liability. Therefore, this research is expected to provide both academic contributions and practical solutions to achieve effective legal protection for consumers.

2. GENERAL REVIEW OF LEGAL PROTECTION FOR CONSUMERS AGAINST STANDARD CLAUSES IN PARKING AREAS

2.1. Legal Protection

According to Satjipto Raharjo, legal protection is defined as providing protection to human rights

[1] Philipus M. Hadjon , *Legal Protection for the Indonesian People* , Bina Ilmu, Surabaya, 1987, p . 28.

[2] *Ibid* , p. 25.

[3] Yessy Kusumadewi and Grace Sharon, *Consumer Protection Law,* Fatimah Azzahra Institute, Yogyakarta, 2022, p. 16.

that have been harmed by others and this protection is provided to the community so that they can enjoy all the rights granted by law. Legal protection is a variety of legal efforts that must be provided by law enforcement officers to provide a sense of security, both mentally and physically, from disturbances and various threats from any party .[4]

According to Muschin, legal protection is an activity to protect individuals by equalizing the relationship between values or rules that are embodied in attitudes and actions in creating order in social interactions between fellow human beings.[5]

Legal protection for consumers is based on the principles of benefit, justice, balance, security, safety, and legal certainty. Consumer protection is essentially an effort to ensure legal certainty to defend consumers' rights when harmed by business actors, while simultaneously creating a sense of security. Therefore, consumer protection has the same meaning as legal protection, but its focus is solely on consumers.

2.2. Consumer Protection Regulations

Consumer protection, according to Article 1, number 1 of the Consumer Protection Law, is any effort to ensure legal certainty to provide protection to consumers. This means that consumer protection is a legal instrument created by government institutions to provide legal protection and guarantee legal certainty for consumers from various disputes or problems due to feeling disadvantaged by business actors.[6]

Consumer protection has a broad scope, encompassing consumer protection for goods and services, starting from the process of obtaining them to the consequences of using them. The scope of consumer protection can be divided into two aspects:

1. Protection against the possibility that the goods delivered to consumers do not match what has been agreed upon.
2. Protection against the imposition of unfair conditions on consumers.[7]

Consumer Protection is a term used to describe legal protection as a tool to ensure consumer rights are protected and justice is provided in the event of violations. Legal certainty encompasses all efforts to empower consumers to obtain or determine their choices regarding desired goods and/or services, as well as to defend and defend their rights if violated by business actors providing those consumer needs.[8]

2.3. Understanding Standard Clause

The definition of a standard agreement or clause varies among experts. According to Abdulkadir Muhammad, a standard agreement is an agreement that serves as a benchmark or guideline for every consumer entering into a legal relationship with a business. What is recorded in a standard agreement includes the model, formulation, and dimensions.[9]

According to Ahmadi Miru and Sutarman Yudo, a standard agreement remains an agreement that binds the parties who sign it, although it must be acknowledged that the standard clauses contained in the standard agreement often shift the burden of liability from the party making the standard agreement to the opposing party, however any losses that arise in the future will still be borne by the parties responsible based on the standard clauses of the agreement, unless the standard clause is a standard clause that is prohibited based on Article 18 of the UUPK.[10]

2.4. Understanding Parking

Parking is the act of temporarily placing a vehicle in a designated location. This location is usually referred to as a parking space or parking area. Parking serves various purposes, including providing space

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[4] Sajipto Rahardjo, *Legal Science* , PT. Citra Aditya Bakti, Bandung, 2000, p . 54.

[5] Muschin , *Protection and Legal Certainty for Investors in Indonesia* , Dissertation, Master of Law, Postgraduate Program, Sebelas Maret University, Surakarta, 2003, p. 14.

[6] Eli Wuria Dewi, *Consumer Protection Law* , Graha Ilmu, Yogyakarta, 2015, p. 4.

[7] Adrianus Meliala, *Fraudulent Business Practices* , Sinar Harapan Library, Jakarta, 1993, p. 152.

[8] Susanti Adi Nugroh, *Consumer Dispute Resolution Process Reviewed from Procedural Law and Implementation Constraints* , Prenada Media Group, Jakarta, 2008, p. 4.

[9] Ministry of Industry and Trade of the Republic of Indonesia, *Empowerment of Consumer Rights in Indonesia* , Directorate Protection Consumers , Jakarta, 2001, p . 183.

[10] Ahmadi Miru and Sutarman Yudo, *Consumer Protection Law* , PT Raja Grafindo Persada, Jakarta, 2004, p. 118.

for vehicles not in use, supporting business and commercial activities, and providing easy access for users of an area. Vehicles cannot move continuously, and at some point they must stop temporarily or for a longer period of time, which is called parking. This parking space must be available at the end or completion of a trip.[11]

According to its status, parking can be grouped into:

a. Public parking is parking that uses land, roads , fields that are owned/controlled and managed by the local government.
b. Special parking is parking that uses land that is controlled and managed by a third party.
c. Emergency parking is parking in public places, whether using land, roads, fields owned or controlled by the local government or private sector, due to incidental activities.
d. A parking park is a parking area/building equipped with parking facilities that are managed by the government.
e. A parking building is a building used for vehicle parking which is managed by the local government or a third party that has received permission from the local government.

The basis for imposing parking fees is the amount paid or payable for use of the parking space. The basis for imposing parking fees is based on the parking space classification, capacity, and frequency of motorized vehicles. Every motorized vehicle parked in an off -street parking space will be subject to a rate set by the manager.[12]

3. IMPLEMENTATION OF PARKING MANAGEMENT RESPONSIBILITY FOR LOSSES RESULTING FROM LOST ITEMS IN THE SUZUYA MALL PARKING AREA IN LHOKSEUMAWE CITY

In Suzuya Mall In Lhokseumawe City, a business owner included a standard clause stating "any loss of valuables is beyond our responsibility" on a banner in the parking area. The manager used the clause as a basis for denying responsibility for lost goods. However, Article 18 paragraph (1) letter a of the Consumer Protection Law explicitly prohibits business owners from including standard clauses that state a transfer of responsibility. Furthermore, Article 18 paragraph (3) of the Consumer Protection Law states that standard clauses that harm consumers are declared null and void by law.

Consumers experience loss of items such as helmets or items in motor vehicles, Suzuya parking management *The Mall only provided limited assistance in the form of CCTV* footage , without any compensation or redress. Consumers continue to bear the full cost of their losses, while parking operators continue to charge parking fees without fulfilling their legal responsibilities. This demonstrates the unfairness and imbalance between consumers and businesses.

There are also consumers who have lost wallet containing *charger* and *power bank* . Party manager reject give change make a loss with reason that lost goods personal No become not quite enough answer managers , even pointing banner stating All forms lost No not quite enough answer manager .

Based on conditions on the ground, it appears that the implementation of business actors' responsibilities regarding consumer protection still faces significant obstacles. Although legal provisions provide a clear basis for consumers' rights to compensation, the practices implemented by Suzuya parking management are *Malls* have not fully reflected compliance with these regulations. The standard clause stating the transfer of responsibility automatically limits consumers' rights to protection under Law Number 8 of 1999 concerning Consumer Protection.

Implementation of responsibilities by the parking management in the Suzuya parking area *The mall* should assume full responsibility. Consumers are the ones using the parking lot, leaving their vehicles and belongings behind, and paying parking fees. This creates a legal relationship that places the manager as the recipient of the deposit. Therefore, the manager is obligated to safeguard and return the items in their original condition. If lost, the manager is responsible for any losses incurred by the customer's belongings.[13]

The implementation of the parking management's responsibilities is essentially not only limited

[11] I Ketut Sutapa, et al., *Ergonomics Paradigm in Parking Management Implementation* , Medan, 2024, p. 23.

[12] Stephanny Ingama Timisela et al., *Analysis of Public Roadside Parking Retribution Revenue in Jayapura City* , Keuda Journal Vol. 2 No. 1, November 2017, https://ejournal.uncen.ac.id/index.php/KEUDA/article/view/719 .

[13] Irfan, Staff of the Lhokseumawe City Transportation Agency, *Interview* , August 20, 2025

to providing parking space, but also ensuring the security of vehicles and goods stored. Legally, the relationship between consumers and parking managers falls under a deposit agreement as stipulated in Article 1694 of the Civil Code, which requires the recipient of the deposit to safeguard and return the goods in their original condition. Furthermore, Article 19 of Law Number 8 of 1999 concerning Consumer Protection (UUPK) stipulates that business actors are obliged to provide compensation for losses suffered by consumers.

4. CONCLUSION

The implementation of the parking management's responsibility for the losses experienced by consumers due to the loss of helmets is limited to showing *CCTV footage* without providing compensation or restitution to consumers. In other words, the management has carried out part of its responsibility, namely assisting with the investigation, but has not fulfilled its legal obligation to provide full protection and compensation, as stipulated in Article 19 of the UUPK and the principle of the deposit agreement in Article 1694 of the Civil Code . In the case of the loss of personal items, namely a wallet containing *a charger* and *power bank* on the vehicle when parking in the Suzuya parking area *The mall* management denied responsibility with a one-sided banner stating, "All losses are not the responsibility of the management," which violates Article 18 of the Consumer Protection Law. Responsibility should be fulfilled by receiving reports, conducting investigations, and providing compensation.

5. AUTHOR CONTRIBUTION

Contribution writer in study This lies in the effort give greater understanding deep about protection law consumer to clause standard in the field parking . In academic , research This enrich study law protection consumer with highlight gap between provision normative in UUPK and KUH Perdata with practices that occur in the field . In general practical , research This offer solution in the form of must inclusion appropriate clause laws on parking areas , provision mechanism change loss , and improvement supervision government area to management parking . Beside that , research this also provides contribution social with increase awareness consumer will their rights as well as push perpetrator efforts to be more responsible responsible for creating a sense of security and trust public **.**

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