

LEGAL PROTECTION FOR CONSUMERS AGAINST EXONERATION CLAUSES IN THE RISE OF PARKING ATTENDANTS IN MALANG CITY

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Abstract: Polemics or issues circulating in the people of Malang City regarding parking are spreading, this is due to the rise of Parking Attendants as business actors who are everywhere and enforce an exoneration clause in the parking tickets given. In this case, the Parking Attendant also transfers his responsibility to the consumer as a parking service user, which is considered very detrimental to the consumer and the actions carried out by the Parking Attendant as a business actor have been prohibited in Law No. 8 of 1999 concerning Consumer Protection. The method used in this writing is to use a normative research method with a statute approach. The result of this research is how consumers can apply for compensation or resolve disputes if the Parking Attendant as a business actor does not want to be responsible for his obligations to fulfill the rights of consumers who have used his services.

Keywords: Parking Attendant; Consumer; Consumer Protection

INTRODUCTION

In the era that continues to develop at this time, people prefer to use private vehicles in their mobilization, which makes public places such as offices, shopping centers, tourist attractions, universities, schools, and so on must have parking lots. Both spacious and medium-sized, this is to provide parking facilities for visitors and employees to park their vehicles. In the management of the parking lot, in general, there is a parking manager from the public place itself. However, there are also those whose parking lots are managed by external parties such as parking attendants from the public place area itself, with the note that the parking attendant is an official

parking attendant from the Transportation Agency (Dishub) so that the management is carried out correctly without extortion of the parking party.

The party who parks his vehicle in the parking lot which is managed by the parking attendant is called a consumer, because the party who parks his vehicle uses the services of the parking attendant to maintain and assist in parking the vehicle from the consumer in order to provide safety and comfort from the facility. In this case, parking attendants are positioned as business actors who provide services in the form of services to provide safety and comfort from consumer vehicles in the parking facility.

At the end of 2023, the issue of illegal parking attendants in Malang City is rampant, which is very detrimental to the community when they want to go somewhere. This is considered very detrimental because they have to spend money many times when moving from one place to another, even though they only for a short time do not even buy an item in a store or in other public places but are withdrawn parking fees. Losses are always burdened by the consumer, which should be if there is damage or loss of an item or vehicle, it is not the responsibility of the Parking Officer as a business actor. This happens because there is an exoneration clause or clause that delegates the responsibility of business actors to consumers made by the Parking Officer as a business actor in order not to compensate consumers.

This has become a polemic in various communities, especially in Malang City. The illegal parking attendant also does not want to be responsible for any damage or loss experienced by the consumer, where the consumer has given money to the parking attendant. When the consumer parks the vehicle where there is a parking attendant, it is a parking agreement, it is a form of storage agreement. It is explained in Article 1694 of the Civil Code (Civil Code) that "the custody of goods occurs when a person receives another person's goods with a promise to keep them and then returns them in the same circumstances". This parking agreement has also been regulated in Article 7 paragraph (b) of Malang City Regional Regulation No. 01 of 2002 concerning the Implementation of Parking in Malang City, namely "Leaders and/or managers of special parking businesses owned by persons or entities are obliged to be responsible for the safety of parked vehicles". However, in the facts on the ground, there are often deviations

between practice and legal norms, where parking attendants as business actors cannot be held accountable by consumers, because parking business actors have made regulations unilaterally first, this is a standard clause. The standard clause in this situation is an exoneration clause, usually located on the parking ticket and written that damaged/lost goods are not the responsibility of the parking business actor. This can happen due to the existence of the principle of freedom of contract contained in Article 1338 of the Civil Code. The principle of freedom of contract according to Konrad Zweigert and Hein Kotz is the freedom to choose and make a contract determined by the parties to determine the clauses and subjects of an agreement¹.

The definition of standard clauses is enshrined in Article 1 paragraph (10) of Law No. 8 of 1999 concerning Consumer Protection, namely "Standard clauses are any rules or provisions and conditions that have been prepared and determined in advance unilaterally by business actors that are outlined in a document and/or agreement that is binding and must be fulfilled by consumers". In short, standard clauses are terms and conditions that have been determined by business actors unilaterally and are included in agreements or other documents. In the facts on the ground, standard clauses are often made by parking attendant business actors or parking managers.

The existence of the exoneration clause itself is possible because of the principle of freedom of contract which causes the result that the rights and obligations of the parties from consumers and business actors are far unbalanced. This exoneration clause is commonly found on parking tickets given by parking

¹ Tami Rusli, "Asas Kebebasan Berkontrak Sebagai Dasar Perkembangan Perjanjian Di Indonesia," *Jurnal Pranata Hukum*, 10.1 (2015), 1–23.

attendant business actors to parking consumers, in reality when consumers lose an item in the parking lot, the parking attendant cannot be held accountable. This is because parking attendant business actors take refuge from this by means of standard rules that they make unilaterally and are clearly displayed in large letters in the parking lot and contain that damage or loss of goods is not the responsibility of parking attendant business actors.

The purpose of this writing is to discuss how to apply the legal protection of parking consumers and defend the rights of parking consumers and directly practice the obligations of parking attendant business actors in accordance with Law No. 8 of 1999 concerning Consumer Protection and to find out the differences and similarities from previous research that raised the same theme but with different objects, namely in the city of Denpasar, Bali². So it will be known how the comparison between the regulations implemented in the city of Denpasar, Bali and the regulations implemented in the city of Malang, East Java.

METHOD

In the rampant issue that is massively circulating in the community, especially residents in Malang City, about illegal parking attendants spread in various places, one of which is economic places such as minimarkets, grocery stores, and so on. This study uses a method with a normative legal research

type, namely a type of research using norms and legal rules in applicable laws and regulations and related to the topic written. Approach used pada penulisan ini adalah menggunakan pendekatan perundang-undangan (*Statue Approach*) dengan cara mengkaji Undang-undang yang berkaitan erat hubungannya dengan konsumen³.

ANALYSIS AND DISCUSSION

Definition of Exoneration Clause in Law No. 8 of 1999 concerning Consumer Protection

The legal basis of the Consumer Protection Law No. 8 of 1999 is contained in Article 5 paragraph (1) and Article 21 paragraph (1) of the Constitution of the Republic of Indonesia of 1945 which is implicitly submitted. Judging from these two articles, it can be interpreted that consumers are given legal protection through increasing consumer awareness, ability, and independence to protect themselves as well as providing legal certainty, security, and legal balance between producers and consumers. The principles related to the concept of consumer protection are enshrined in Article 2 and Article 3 letters (d) and (f) of the Consumer Protection Law No. 8 of 1999.

The explanation related to the principle of the concept of consumer protection that has been explained from the two articles above is also emphasized in Article 4 letters (a) and (c) of the Consumer Protection Law No. 8 of 1999 which reads as follows:

- a) The right to comfort, security, and safety in consuming goods and/or

² Karin Rimenda, I Ketut Westra, dan I Made Dedy Priyanto, "PELAKSANAAN LARANGAN KLAUSULA EKSONERASI BERDASARKAN UNDANG-UNDANG NOMOR 8 TAHUN 1999 TENTANG PERLINDUNGAN KONSUMEN PADA USAHA LAYANAN JASA DI KOTA DENPASAR."

³ Lukas S Musianto, "Perbedaan Pendekatan Kuantitatif Dengan Pendekatan Kualitatif Dalam Metode Penelitian," *Jurnal Manajemen dan Wirausaha*, 4.2 (2002), 123-36
<<https://doi.org/10.9744/jmk.4.2.pp.123-136>>.

services;

- b) The right to true, clear, and honest information regarding the condition and guarantee of goods and/or services.

Differences in the level of knowledge affect the way consumers respond to various products and services circulating in the community, when faced with many choices from price to quality and the way of delivering information that is very interesting but not necessarily the substance can be accounted for⁴. The definition of the standard clause can be found in the general provisions section of Article 1 paragraph (10) of the Consumer Protection Law No. 8 of 1999 which means "Standard Clause is any rule or provision and conditions that have been prepared and determined in advance unilaterally by business actors that are outlined in a document and/or agreement that is binding and must be fulfilled by consumers".

An agreement is one of the occurrences of an engagement, this has been explained in the Civil Code⁵. The definition of the agreement itself is contained in Article 1313 of the Civil Code which explains implicitly that an agreement is an act in which one party binds itself to the other party so that it gives rise to legal consequences, namely the arising rights and obligations of each party. In the civil law literature in Indonesia, *agreement* is the meaning of the Dutch *overeenkomst* and there are also those who think that the word has the meaning of *consent*⁶. In an agreement,

there is one of the conditions for an agreement to be considered valid, namely the existence of a consensus or agreement between the two parties⁷, because if an agreement occurs due to an element of coercion (*dwang*), the agreement can be canceled⁸.

Standard agreements are not prohibited to be made or included by business actors in running their businesses, this is done to prevent losses that will be obtained. However, this is a loophole for business actors not to provide compensation or compensation to consumers by means of a transfer of responsibility of business actors to consumers called the Exoneration Clause. There is no prohibition regarding the existence of this Exoneration Clause, judging from Articles 1320 and 1338 of the Civil Code regarding agreements, the existence of the principle of freedom of *contract* is the starting point of the Exoneration Clause which gives rise to legal consequences that have an imbalance between the rights and obligations of the parties and the validity of the ⁹agreement is questioned. Judging from Articles 1352 and 1353 of the Civil Code, the bond is born because of a law that arises from the law as a result of the actions of a lawful person or an unlawful act¹⁰. It is necessary to limit the meaning of "freedom of contract", which is limited by "halal causes", because so that consumers are not blackmailed or harmed

⁷ *Ibid*, Article 1320.

⁸ *Ibid*, Pasal 1323.

⁹ Karin Rimenda, I Ketut Westra, and I Made Dedy Priyanto, "IMPLEMENTATION OF THE PROHIBITION OF EXONERATION CLAUSES BASED ON LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION ON SERVICE BUSINESS IN DENPASAR CITY."

¹⁰ Edi Yanto dan Tin Yuliani, "PERLINDUNGAN HUKUM KONSUMEN JASA PARKIR DITINJAU DARI HUKUM POSITIF," *Jurnal Ilmu Hukum*, 11 (2020)

<<https://doi.org/10.31764/jmk>>.

⁴ Celine Tri Siwi Kristiyanti, *HUKUM PERLINDUNGAN KONSUMEN*, ed. oleh Tarmizi, 1 ed. (Jakarta: Sinar Grafika, 2017).

⁵ Pasal 1233 Kitab Undang - Undang Hukum Perdata.

⁶ Marcell & Setyowati Anna Maria Wahyu Seran, "Penggunaan Klausula Eksonerasi dalam Perjanjian dan Perlindungan Hukum Bagi Konsumen," *Jurnal Hukum Pro Justicia*, 2006, 159-70.

by their rights. It is enshrined in Article 18 paragraph (1) letter e of the Consumer Protection Law No. 8 of 1999 which indicates that business actors are prohibited from including a standard clause that states the transfer of responsibility.

The exoneration clause is a clause that contains the exclusion of obligations or the transfer of responsibility in the agreement, which the exoneration clause is very contrary to and is not even allowed by Article 18 paragraph (a) of Law No. 8 of 1999 concerning Consumer Protection, which is "declaring the transfer of responsibility of business actors". The exoneration clause according to the opinion of an expert named Rijken is a clause enshrined in an agreement whose content is where one party avoids fulfilling obligations in the form of compensation in whole or in part due to acts of default or unlawful acts¹¹. In practice, the Exoneration Clause has several types, which are as follows:

- a) The exoneration clause in its content implicitly or explicitly transfers all responsibilities of business actors so that there is a transfer of all responsibilities that should be the obligations of business actors, but are delegated to their consumers. A concrete example in this problem is the Parking Attendant in Malang City as a business actor providing parking tickets with one of the clauses reading "LOSS AND DAMAGE TO GOODS/VEHICLES IS NOT THE RESPONSIBILITY OF THE PARKING ATTENDANT", it is clearly stated explicitly that there are requirements made unilaterally by the Parking Attendant in Malang City as

a business actor who delegates all responsibilities that are obligations or risks to parking service users or Motorists who park their vehicles as consumers and there is a consensus between both parties that losses will be borne by consumers, not business actors.

- b) The exoneration clause which is implicitly or explicitly enshrined in the content transfers only part of the responsibility that is the obligation of the business actor so that there is a transfer that occurs part of the responsibility by the business actor to the consumer. A concrete example in this problem is the Parking Attendant in Malang City as a business actor in handing over parking tickets to parking service users or motorists who park their vehicles as consumers to limit losses, because not entirely the responsibility is the fault of the Mechanic in Malang City which can occur circumstances beyond prediction (*force majeure* or *overmacht*) or negligence on the part of the parking service user as the consumer itself.

People in Malang City, especially for private vehicle drivers, either using motorbikes or cars, when visiting the place to be visited, certainly need a parking lot to park their vehicles, but it is also undeniable that not all places whose domicile is in Malang City are places that are free to park. There could be several places that have parking attendants in their area, places that generally have parking attendants are places that are indeed the destination of most people such as offices, shopping centers, tourist attractions, universities, schools, and so on. The existence of parking attendants as business actors raises pro and con

¹¹ Mariam Darus Badruzaman, *Aneka Hukum Bisnis*, 2 ed. (Bandung: Mandar Maju, 2005).

opinions in the community, which is the cause of this is because the community feels that the existence of parking attendants as business actors is felt to be helpful and harmful. Apart from the problem regarding the Exoneration Clause enshrined in the Consumer Protection Law No. 8 of 1999, the public feels disadvantaged because the moment when putting the parked vehicle and then when it is about to leave the parking lot, suddenly there is a parking attendant who comes without helping to park the vehicle and asks for money as a sign for the services that have been provided by the parking attendant as a business actor. So that inevitably the users of parking services as consumers must pay the parking attendant as the business actor with the money that has been pegged. However, the problem in practice is that the responsibility of the parking attendant as a business actor does not carry out the obligations that should be to consumers by taking refuge behind the principle of freedom of contract which is in the form of an Exoneration Clause and is generally contained in the parking ticket given to the consumer.

The exoneration clause used by the parking attendant as a business actor is one in which the content implicitly or explicitly transfers all responsibilities of business actors so that there is a transfer of all responsibilities that should be the obligations of business actors, but are delegated to their consumers¹². The principle of freedom of contract itself is a loophole used by most business actors, especially parking attendants, not to get or avoid legal problems that will arise in the future. There is a clause that reads "LOSS AND DAMAGE TO GOODS/VEHICLES IS NOT THE

RESPONSIBILITY OF THE PARKING ATTENDANT". This is very contrary to one of the principles in the Consumer Protection Law No. 8 of 1999, namely the principle of justice. The principle of justice means that each party, the Parking Officer as a business actor and to obtain or obtain rights and carry out their obligations fairly without being unequal next to each other. Therefore, there is an overlap between the principle of freedom of contract contained in the Civil Code and the principle of justice contained in the Consumer Protection Law. Because the Parking Attendant feels that the principle of freedom of contract is a halal or not prohibited thing in an agreement, the Parking Attendant as a business actor takes advantage of this to avoid compensation or compensation for all types of losses incurred to consumers.

The Law Contributes to Consumer Protection Against the Exoneration Clause Given by Parking Attendants in Malang City

Regulations regarding the obligations of business actors are listed and enshrined in the Consumer Protection Law No. 8 of 1999, which reads:

Article 7 of the Consumer Protection Law No. 8 of 1999:

- a) In good faith in carrying out their business activities;
- b) Provide true, clear and honest information about the condition and guarantee of goods and/or services and provide explanations of use, repair and maintenance;
- c) Treat or serve consumers correctly and honestly and not Discriminatory;
- d) Ensuring the quality of goods and/or services produced and/or traded based on the provisions of the quality standards of goods and/or services that apply;
- e) Give consumers the opportunity to

¹² Dachlan 2014:1, "KLAUSULA EKSONERASI DALAM PERSPEKTIF PERLINDUNGAN KONSUMEN," *Angewandte Chemie International Edition*, 6(11), 951–952., IX (2014), 22–31.

test, and/or try certain goods and/or services and provide guarantees and/or guarantees for goods made and/or traded;

- f) Compensation, compensation and/or reimbursement for losses caused by use, use and utilization of goods and/or services that Traded;
- g) Compensation, compensation and/or replacement if the goods and/or services received or utilized not in accordance with covenant.

The term authority in Indonesia only refers to the concept of the public, because it regulates the relationship between the government and the community and has a meaning in the form of rights and powers to act so that authority means the power to make, do, and carry out something. There are 3 ways to get authority, which include attribution, delegation, and mandate.

1. Attribution is the delegation of government authority by lawmakers that is sourced from laws in a material sense to government organs.
2. Delegation is the delegation of government authority from one government organ to another.
3. A mandate is an organ of government that allows its authority to be exercised by other organs on its behalf.

So in this case, it can be seen that the Malang City Regional Government gives a type of authority in the form of a mandate to the Malang City Transportation Office to take care of everything related to parking in Malang City. Implicitly or implicitly explained that the obligation of business actors is the right of consumers, in the regulation business actors are obliged to be in good

faith in carrying out their business activities and it is also stated that consumers are entitled to compensation or compensation for services from business actors if it is not in accordance with the agreement. In this regard, the Parking Attendant as a business actor is obliged to obey the regulation in order to meet consumers who carry out parking activities in the area or area that is the place of business activities of the Parking Attendant as a business actor. This is also regulated in Article 7 of the Regional Regulation of Malang City No. 01 of 2002 concerning the Implementation of Parking in Malang City which reads:

- a. Organizing parking business books in accordance with applicable laws and regulations;

Responsible for the safety of parked vehicles;

Comply with all applicable laws and regulations;

Improving the knowledge and skills of employees in accordance with their functions and duties to improve services;

In letter (b) it is explained that the Parking Officer as a business actor must be responsible for the safety of vehicles parked by consumers. When the consumer, after parking his vehicle, then submits a nominal amount of payment or levy money to the Parking Officer as a business actor who is then given by the Business Actor in the form of a ticket, there is a consensus between the two parties or the occurrence of a real agreement in the form of a goods custody agreement regulated in Article 1694 of the Civil Code (KUH Perbaik) which reads:

Pasal 1694 Civil Code :

"Custody occurs when people receive other people's goods with a promise

to store them and then return them in the state in which they are the same".

When the parties, namely the Parking Officer as a business actor and the consumer have carried out an act of a goods custody agreement, the Parking Officer as a business actor has the responsibility, namely to return the consumer's vehicle as it was in its original or original condition and if there is damage or loss of an item or vehicle in the parking area, the Parking Officer as a business actor is the responsibility of the Parking Officer as a business actor, and the consumer has the right to request or charge the Parking Officer as a business actor to return the vehicle or goods to their original or original state, and if there is damage or loss to the vehicle or goods, the consumer has the right to ask for compensation or compensation to the Parking Officer as a business actor.

In Article 7 letter (c) of the Regional Regulation of Malang City No. 01 of 2002 concerning the Implementation of Parking in Malang City, it is strengthened by the regulations issued by the Malang City Transportation Agency, namely the Requirements and Criteria for the Procedure for the Implementation of Parking at the Malang City Transportation Office which has been ratified in January 2017. In the subject of discussion letter (e) regarding the Authority to Implement Parking, it is explained that the Regional Government of Malang City grants authority to the Malang City Transportation Agency and is explained in the subject of discussion letter (l) regarding the Procedure for Settlement of Compensation which is the following order:

1. Damage or loss of vehicles resulting from a parking activity:
 - a. Public Roadside (TJU) and or Special due to the existence of an element of intentionality or

negligence from the Parking Officer as evidenced by the results of the investigation from the Police is the responsibility of the parking attendant and coordinator;

- b. Free Parking due to an element of intentionality or negligence from the Parking Officer as evidenced by the results of the investigation from the Police is the responsibility of the Parking Manager.
 - c. The amount of compensation for damage or loss is determined by the value of the damage or loss of the vehicle;
2. The procedure for settling compensation for lost or damaged vehicles is regulated as follows:
 - a. Parking service users complain to the parking attendant and/or parking officer that there has been an incident of vehicle loss by showing:
 - 1) Parking ticket at the time of the incident/except for the Free Parking Area;
 - 2) Identity of parking service users; and
 - 3) Vehicle Number Registration Letter (STNK) for motor vehicles.
 - b. Deliberate between parking service users and Parking Officers and/or parking officers to settle compensation for losses;
 - c. If the deliberations between the parking service user and the Parking Officer and/or the parking officer do not reach an agreement, then the Parking Service User shall report to the Transportation Office;
 - d. The Transportation Department facilitates deliberations between Parking Officers and/or parking service users;
 - e. If there is no agreement through deliberation, then parking service

users can travel in other ways in accordance with the provisions of laws and regulations.

In its own regulation, in the city of Denpasar, Bali, regulations regarding parking are regulated in the Regional Regulation of the City of Denpasar No. 11 of 2005 concerning the Parking Management System. It is explicitly explained in Article 1 number 11 that the Parking Officer or Parking Officer as a business actor is an officer or a person who has been given the task to regulate, supervise and order as well as collect or take a parking levy from the ticket payment made by the consumer when parking his vehicle in the parking area of the Parking Officer or Parking Officer as the business actor. However, in the field practice is different or in contrast to the norm, the Parking Attendant or Parking Officer as a business actor in carrying out his work does not perform the obligations that should or should be in the form of a Parking Attendant or Parking Officer in several parking areas do not provide parking tickets to their consumers which then causes the consumer to experience the loss of the vehicle or consumer's belongings, consumers feel disadvantaged because they do not have evidence in the form of parking tickets that should be given by the Parking Attendant or Parking Officer as a business actor shortly after the consumer parks his vehicle in the parking lot area. Regional Regulations in Denpasar City, Bali will only compensate for damages if there is a juridical basis in the form of tickets as evidence¹³.

In the city of Denpasar, Bali, if consumers want to get compensation, they must meet the conditions that are

cumulative. These requirements have been regulated in Denpasar Mayor Regulation No. 30 of 2006. In Article 6 paragraph (2) there are requirements that must be met by consumers when applying for compensation, which are as follows:

- a. Minutes of the incident from the Parking Regional Company;
- b. Certificate of Disappearance from the local Police;
- c. Motor Vehicle Block Letter from the Regional Police Directorate;
- d. original BPKB and STNK;
- e. Proof of original parking ticket and accompanied by a photo of the Applicant's ID card.

What is the difference between how to apply for compensation in Malang City and the City of Bali is the existence of a report of the incident from the Parking Regional Company and a motor vehicle block letter from the Directorate of Police in the city of Bali, while in the city of Malang it is only enough to report the loss to the police. For the other requirements, the ones that must be met are the same.

In submitting compensation or compensation to the Parking Attendant as a business actor in the event of damage or loss, there are several conditions that have a cumulative nature or must be fulfilled, all elements must be fulfilled first by the consumer so that the right to compensation or loss can be fulfilled. Furthermore, if all cumulative conditions have been met by consumers, it can be continued to the deliberation or non-litigation stage so that each party can solve the problem. In dispute resolution, there are 3 (three) types of ways, including Negotiation, Mediation, and Arbitration¹⁴. However, this problem is

¹³ Rimenda, I Ketut Westra, dan I Made Dedy Priyanto.

¹⁴ Ni Made Trisna Dewi, "Penyelesaian Sengketa Non Litigasi Dalam Penyelesaian Sengketa Perdata," *Jurnal Analisis Hukum*, 5.1 (2022), 81–89 <<https://doi.org/10.38043/jah.v5i1.3223>>.

enough with negotiation or mediation. Negotiation is the resolution of problems between the two parties in dispute and mediation is the resolution of problems by presenting a third party as a mediator of the two parties in conflict. Negotiations are only carried out by both parties, namely between consumers and parking attendants as business actors. Then mediation is carried out if the consumer and the Parking Officer do not find a bright spot and ask the Malang City Transportation Department as a third party to facilitate the resolution of this problem. If in a non-litigation way, both parties do not find a bright spot, it can be done by means of litigation or the realm of the court so that each party gets the rights and obligations that should or should be due to the settlement of litigation disputes, then the judge who gives the decision is the judge and the judge's decision is *final and binding* or commonly referred to as final and coercive to both parties.

CONCLUSION

Every consumer has rights that must be fulfilled by business actors in accordance with Law No. 8 of 1999 concerning Consumer Protection, in which case the business actor is a parking attendant. Parking attendants are not allowed to transfer responsibility to consumers, but this can happen because of the principle of freedom *of contract* so that the inclusion of an exoneration clause can be carried out. The inclusion of an exoneration clause has also been prohibited in Article 18 paragraph (a) of Law No. 8 of 1999 concerning Consumer Protection which states that business actors are prohibited from shifting responsibility. If the Parking Attendant as a business actor still shifts his responsibility by making a statement that any form of loss is not the responsibility of the parking manager, the consumer can

still apply for compensation for damage or loss of goods caused by the Parking Attendant as a business actor not responsible for his work. When consumers want to apply for compensation, they can go through the procedure or procedure in accordance with the applicable regulations, if they submit it within the Malang City area, the legal basis for the submission is Malang City Regional Regulation No. 01 of 2002 concerning the Implementation of Parking in Malang City and the Requirements and Criteria for the Procedure for the Implementation of Parking of the Malang City Transportation Agency and if in the Bali City area is Denpasar City Regional Regulation No. 11 Year 2005 concerning the Parking Management System and Denpasar Mayor Regulation No. 30 of 2006. The difference between the application for compensation from the City of Malang and the City of Bali is that there is a report of the incident from the Parking Regional Company and a motor vehicle block letter from the Directorate of Police in the City of Bali, while in the City of Malang it is not necessary.

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