

Legal Protection for Users of Wype Premium Shoe Laundry Services Who Have Any Losses Due to Negligence of Business Activities

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Abstract. The rise of shoe and bag washing services in Indonesia is increasing as well as market competition which makes business actors flock to offer shoe and bag washing services with various services attractive to consumers. In many cases, in these business activities, business actors sometimes make mistakes that harm consumers. Therefore, the guarantee of consumer protection must be sufficient, considering that consumers as service users should be protected. Consumers have a greater risk than business actors. In other words, consumer rights are very vulnerable due to the weak bargaining position of consumers. This study analyzes the legal protection for users of Wype Premium Shoe Laundry services. The results show that the responsibility of the business actor is to provide compensation in the form of money in the amount of the price of the defective goods as a result of what was done by the business actor; in this case, the compensation given by the business actor is in accordance with the provisions of Article 19 paragraph (2) of Law No. 8 of 1999 concerning Consumer Protection and uses a standard clause in the form of a memorandum of payment. The form of liability and compensation provided by Wype Premium Shoe Laundry is carried out on the provisions made by the Wype Shoe Premium Laundry business actors themselves and besides that they also continue to pay attention to the provisions of Law on Consumer Protection.

Keywords: Consumer Protection Act, liability of business actors, Third Party Liability Insurance, Wype Premium Shoe Laundry.

1 Introduction

The need for clothing, such as shoes and bags, is needed by children who attend elementary school to senior managers in a company, so it can be said that the need for the use of shoes and bags is not limited by age group. Business actors see an opportunity from this problem by providing shoe and bag washing services, where consumers only put their dirty shoes and bags, then shoe and bag washing service business actors calculate the rates that will be charged to consumers based on the number and type of services provided. In big cities, shoe and bag washing services are growing rapidly, so that in Semarang there are many mushrooming businesses in the field of shoe and bag washing services due to the large number of private universities and state universities which were established in Semarang, this resulted in many students looking for a shoe and bag washing service to ease their needs.

The rise of the shoe and bag washing services in Indonesia is increasing as well as market competition which makes business actors flock to offer shoe and bag washing services of

various kinds, such as charging lower rates and with shorter periods of shoes and/or bags can be taken, or business actors provide shoe and/or bag perfumes of various types so that consumers can choose what kind of perfume they like or use on their shoes and/or bags.

In these business activities, business actors sometimes make mistakes that harm consumers; for example, the colors of shoes and/or bags are faded, shoes and/or bags are missing, and shoes and/or bags that are damaged due to incorrect washing procedures or shoes and/or bags that are exchanged with other consumers. These errors often occur due to several things, namely business actors who are negligent, less thorough, or the consumers themselves.

The guarantee of protection for consumers gets enough attention considering that consumers as service users should be protected, not only guaranteeing safety and avoiding fraudulent transactions but also guaranteeing a high level of satisfaction and quality standards and protected by law as well so that consumers, in addition to feeling safe because there is protection for the safety and fraud of products or services, you can feel the maximum results [1][2]. In practice, consumers have a greater risk than business actors; in other words, consumer rights are very vulnerable; due to the weak bargaining position of consumers, consumer rights are precarious to be violated [3] [4].

Thus, researchers are interested in conducting research with the title "Legal Protection for Users of Wype Premium Shoe Laundry Services Who Have Any Losses Due to Negligence of Business Activities."

2 Literature Review

2.1 Meaning of Agreement

According to Sudikno Mertokusumo, an agreement is a legal relationship between two or more parties based on an agreement to cause legal consequences [5, 6]. According to the classic definition of an agreement, an agreement is a legal act, not a legal relationship according to the article (Article 1313 of the Civil Code), which states that an agreement is an act where one person binds himself to one or more other people. The two parties agree to determine rules or rules or rights and obligations, which bind them to be obeyed and implemented. The agreement is to cause legal consequences and give rise to rights and obligations, and if the agreement is violated, then there are legal consequences. The violator can be subject to legal matters or sanctions. Therefore, according to the conventional definition, an agreement is not a legal relationship but a legal act [7].

2.2 Consumer protection

Consumer protection is a term used to describe the legal protection provided to consumers to meet their needs from things that can harm consumers themselves [1, 4]. The definition of consumer protection can be found in Article 1 No. 1 of the Law of the Republic of Indonesia No. 8 of 1999, which reads, "Consumer protection is all efforts that guarantee legal certainty to protect consumers."

2.3 Services and Service Characteristics

Service is any action or activity offered by one party to another, which is essentially intangible and does not result in any transfer of ownership. The production of services may or may not be related to physical products [8].

Meanwhile, the quality of services is much more difficult to define, describe, and measure when compared to the quality of goods. While quality measures and quality control have long existed for tangible goods for services, various efforts have been and are being developed to formulate such measures. The definition of service quality focuses on efforts to meet customer needs and desires and the accuracy of their delivery to balance customer expectations. There are five dimensions of service quality, namely [9]:

Reliability, namely the ability to provide the promised service immediately, accurately, and satisfactorily

1. Responsiveness, namely the desire of staff to help customers and provide services responsively
2. Assurance, which includes the knowledge, competence, courtesy, and trustworthiness of the staff, free from danger, risk, or doubt
3. Empathy, including the ease of establishing relationships, good communication, personal attention, and understanding of the individual needs of customers
4. Physical evidence (tangibles), including physical facilities, equipment, employees, and means of communication

3 Research Purposes

This study was conducted to determine the legal relationship between business users of Wype Premium Shoe Laundry services and losses caused by negligence of business actors and the responsibility of Wype Shoe Premium Laundry business actors for the negligence of business actors which resulted in consumer losses as users of Wype Shoe Premium Laundry services.

4 Research Methods

Research methods are needed in writing scientific papers so that the analysis of the object of study can be carried out according to the correct procedure to produce conclusions that are close to the optimal truth, are objective, and can be scientifically justified. The methodology is a way of finding or obtaining something or explaining an activity to obtain concrete results, and the method is the main way to achieve goals. The research methods used are as follows [10].

Data processing and analysis in this study were conducted using qualitative analysis methods by discussing the main problems based on data obtained from literature studies and research results in the field, which were then analyzed qualitatively for solutions. This qualitative method is used because the data obtained is descriptive, namely, what has been researched and studied. By analyzing the data that has been collected, it is then described and linked between one data and another systematically. Finally, the data is compiled and presented in the form of legal writing. In qualitative methods, it is not necessary to consider data from its ability to represent real situations in everyday life [11].

5 Research Result

5.1 Legal Relationship Between Wipe Premium Shoe Laundry Service Users Against Losses Caused by Negligence of Business Actors

As we all know, currently, the use of clothing needs is very crucial to be able to support daily activities, including the need for the use of shoes and bags. Shoes and bags are indispensable necessities for carrying out daily activities, both in the world of education and in the world of work. We can realize that shoes and bags are used by children who attend elementary school to senior managers in a company, so it can be said that the need for the use of shoes and bags is not limited by age group.

Due to the high demand for shoe and bag care, this has finally become an opportunity for business actors to provide services to take care of shoes and bags by providing shoe and bag washing services. With this service, consumers only need to put their dirty shoes and bags then the shoe and bag washing service business actor calculates the tariffs that will be charged to consumers based on the number and type of services provided.

In big cities, shoe and bag washing services are growing rapidly, so in Semarang, there are many mushrooming businesses in the field of shoe and bag washing services due to a large number of private universities and state universities which were established in Semarang, this resulted in many students looking for a shoe and bag washing service to ease their needs.

The rise of shoe and bag washing services in Indonesia is increasing as well as market competition which makes business actors flock to offer shoe washing services and bags with various facilities such as variations in rates ranging from affordable to high and with variations in shorter processing times, shoes and/or bags can be picked up, or business actors provide various shoe perfumes and/or bags of various types so that consumers can choose what kind of perfume they prefer or use on their shoes and/or bags.

Sometimes there is also negligence that makes consumers lose so that the perpetrators have to compensate for the losses they have made to continue to provide satisfaction to consumers. Thus, compensation must be given by the actual loss without considering other elements such as the ability, in this case, the wealth of the party concerned. Law on Consumer Protection (hereinafter referred to as UUPK/ Undang-undang Perlindungan Konsumen) regarding compensation only covers refunds or replacement of goods and/or services of a similar or equivalent value. Therefore, it can be concluded that the compensation adopted by the UUPK is subjective, namely compensation that can claim the actual loss suffered.

The transactions carried out by the business and consumers finally form an agreement. In laundry business agreements, in general, there is a standard clause, namely a contract in the form of a memorandum of payment which contains regulations that the laundry business actor himself has made. Unfortunately, in practice, laundry service users are not aware of or even don't understand the provisions that can harm themselves caused by standard clauses in the form of payment notes.

5.2 The Responsibilities of Wipe Shoe Premium Laundry Business Actors for Negligence of Business Actors That Cause Consumer Loss as Wipe Shoe Premium Laundry Service Users

Consumer protection is a fairly new thing in Indonesia's world of laws and regulations; this is done so that consumers do not place a low position compared to the position of business actors [12].

The birth of the UUPK marked the most significant development of consumer protection. The birth of the UUPK is expected to be able to educate the Indonesian people to be more aware of all the rights and obligations they have towards business actors. To increase the dignity of consumers, it is necessary to increase consumers' awareness, knowledge, care, ability, and independence to protect themselves and develop the attitude of responsible business actors.

Business actors take advantage of situations and conditions in the community. Nowadays, many laundry service business actors are no longer fulfilling their obligations to provide compensation in the form of refunds and/or goods of a similar or equivalent value for the losses they have caused to consumers. It is because the interests of business actors in carrying out their business are based on economic principles, namely getting the maximum possible profit with minimal capital. The principle carried out by these business actors often results in consumer losses.

Losses suffered by consumers as users of defective products or who are also victims of Wype Premium Shoe Laundry are the absolute responsibility of the business actor as stipulated in Article 19 of the UUPK. With the application of absolute responsibility for this product, the Wype Shoe Premium Laundry business actor or its equivalent is considered guilty of causing a loss to the consumer using the product unless the Wype Premium Shoe Laundry business actor can prove otherwise that the loss cannot be blamed on him.

The responsibility of the Wype Shoe Premium Laundry business actor to provide compensation is obtained after the party suffering the loss can prove that the defect in the product and the resulting loss is the result of an error made by the business actor (Interview with Kevin Karunia, 2021). This provision does not explicitly regulate the provision of compensation or the burden of proof to consumers but to any party who has a legal relationship with business actors, whether as consumers, fellow producers, distributors, traders, or other agencies [13].

This limitation shows that the party responsible is the Wype Shoe Premium Laundry business actor. This development was triggered by the objectives to be achieved, namely reducing the accident rate due to the defective product and providing legal compensation for victims of unavoidable defective products.

The responsibility for this defective product differs from that of product business actors in general. The responsibility for the defective product lies in the responsibility for the defective product resulting in other people, other people, or other goods, during the responsibility of the business actor because an unlawful act is a responsibility for the damage or malfunction of the product itself.

The law regarding product liability is included in the act of violating the law, but still, it is accompanied by absolute responsibility, regardless of whether there is an element of an error on the part of the perpetrator. In such a condition, the responsible consumer has been abandoned, and now the responsible business actor is in effect. The provisions governing this matter, namely the actions of business actors that result in causing harm and or endangering consumers, are regulated in Article 4, Article 5, Article 7 to Article 17, Article 19 to Article 21, and Article 24 to Article 28 of the UUPK.

There are difficulties for a Wype Shoe Premium Laundry consumer who suffers a loss wanting to sue the business actor; the consumer will face several obstacles that will make it difficult for him to obtain compensation. The difficulty is that the consumer must prove an element of error committed by the Wype Shoe Premium Laundry business actor. If the consumer does not succeed in proving the manufacturer's guilt, the consumer's lawsuit will fail.

5.3 The Relationship Between Third Party Liability Insurance and Wipe Premium Shoe Laundry Service Entrepreneurs

Liability insurance means the responsibility of the insured according to law to third parties harmed because of their unlawful actions. The insurer takes over this obligation. This risk is sold to the insured, a legal obligation to third parties [14].

So, with insurance, a shoe technician can minimize a situation in the future that will arise unexpectedly that can make the concerned person fall into a state of financial or financial difficulty. By paying a certain premium, if one day there is a claim filed against a shoe technician for the work of a business actor on a consumer's shoe or bag, this risk can be transferred to the insurance company as the party selling insurance services. So, in this case, what is insured is his profession in the sense that the actions of a shoe technician in carrying out his profession allow for losses that lead to unexpected third-party claims [15].

There is currently no insurance specifically regarding the shoe technician profession. However, insurance related to the profession has been known in Indonesia with the existence of medical professional liability insurance. The emergence of insurance related to the medical profession is related to the number of demands on doctors due to their profession.

Compared to the shoe technician profession, what might happen to a doctor might also happen to a shoe technician as a result of his profession. Like a doctor, shoe technicians can also make mistakes or irregularities in their profession where the consequences of the shoe technician's actions can lead to demands from consumers who use shoe washing or repair services on the shoe technician concerned. Based on the above, the shoe technician profession can also apply for insurance as insurance for the doctor profession. This can be done because both shoe technicians are jobs classified as professions, namely permanent jobs in certain fields based on special skills carried out responsibly to earn income or income. Jobs, certain fields are specializations that are associated with their fields of expertise (usually there is no duplicate with other jobs outside their expertise and based on special expertise and skills acquired through education) and training he has officially taken at educational and training institutions recognized by the government based on the law as evidenced by a certification issued by a government agency or other institution recognized by the government and carried out continuously [16].

Based on the above, it can be concluded that what can be applied in the medical profession can also be applied in the shoe technician profession because both are professions that have risks that may occur in carrying out their profession so that third party assistance is needed to be able to bear the possibility of this happening. The profession's risk is insurance so that it does not cause the profession to fall into difficult economic problems and can provide compensation to parties harmed due to improper practice of their profession. With insurance, shoe technicians can transfer some of the risks they may be carrying to the insurance company [17].

So, from the things that have been explained above, it can be said that insurance will provide guarantees for both the shoe technician and the shoe technician's client or third party related to the work carried out by the shoe technician. With insurance, shoe technicians as a profession who carry out their work according to what must be carried out by a professional, prioritizing service over rewards (income), customer or client satisfaction is prioritized, and service is needed because professional expertise is not amateur [16]. It's a shame because in Indonesia, no insurance can be a guarantor for the shoe engineering profession, Wype Premium Shoe Laundry only uses product responsibility.

6 Conclusion

The responsibility of the Wype Premium Shoe Laundry service business actor as a business actor that provides services is to provide compensation in the form of money in the amount of the price of goods that are damaged as a result of what was done by the business actor, in this case, the compensation provided by the business actor is following the provisions of Article 19 paragraph (2) Law No. 8 of 1999 concerning Consumer Protection. It uses a standard clause in the form of a payment note.

The form of liability and compensation provided by Wype Premium Shoe Laundry is based on the provisions made by the Wype Shoe Premium Laundry business actors themselves. Besides that, they also continue to pay attention to the provisions of the UUPK.

In addition, business actors can make several efforts, such as consumer confidence and further improving the quality of services, especially consumer safety and comfort, so that consumers have more confidence in the laundry services provided. Furthermore, business actors are expected to comply with applicable laws and regulations so that in carrying out their business actors' efforts to understand better the responsibilities that must be fulfilled. In addition, business actors can stipulate regulations regarding the maximum price for compensation costs incurred, so that consumers and business actors can get certainty about the cost of compensation and no one from any party feels aggrieved.

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