
Juridical Review of Standard Clauses in Goods Expedition Agreements Based on the Consumer Protection Law (Study at the J&T Express Company)

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ABSTRACT

Goods delivery services are an economic activity that is currently developing very rapidly and always prioritizes aspects of efficiency for its users. Users of goods delivery services are consumers of goods delivery services. The implementation of this efficiency aspect is carried out through the inclusion of standard clauses in goods delivery agreements, this is done to avoid protracted negotiations between business actors and consumers. J&T Express as a goods delivery service business also includes standard clauses. In including standard clauses, J&T Express must pay attention to the provisions in the Consumer Protection Law in the form of a prohibition on the inclusion of certain standard clauses, if the delivery agreement violates the provisions in the Consumer Protection Law it will be declared null and void. This research aims to find out and analyze the standard clauses contained in the J&T Express goods delivery agreement in terms of Law Number 8 of 1999 concerning Consumer Protection (UUPK) and to find out the legal consequences of including these standard clauses. The research method used is a normative juridical approach and descriptive analysis. The research results obtained according to the analysis carried out by the author illustrate that J&T Express, in including standard clauses, transfers responsibility which results in the consumer's rights not being fulfilled, there are several standard clauses which fulfill the elements of Article 18 paragraph (1) UUPK, therefore the legal consequences of the delivery agreement by J&T Express are stated null and void by law, this is in accordance with the provisions of Article 18 paragraph (3) UUPK which states that if there is a standard clause that is not in accordance with the provisions, then it will be declared null and void by law.

Keywords: Consumer; Standard clause; Freight forwarding service; Consumer Protection Act

INTRODUCTION

In the globalization that occurs in this sophisticated era, goods expedition services have become one of the services that the public really needs. This goods expedition service is the answer to those who like practicality and convenience in sending goods, especially when it comes to affordability between regions. Goods expedition services will be very efficient if used to send goods to places where people cannot reach them themselves. Delivery services or what are also commonly called expedition services are a service that accommodates human needs for effectiveness and efficiency, especially in the field of shipping goods. This service offers various services, both in terms of timeliness and types of guarantees for service users.

Goods delivery services are business actors in accordance with the definition of business actors according to the Consumer Protection Law (UUPK) in Article 1 paragraph (3), namely "Business actors are every individual or business entity, whether in the form of a legal entity or not a legal entity. established and domiciled or carrying out activities within the jurisdiction of the Republic of Indonesia, either individually or jointly through an agreement to carry out business activities in various economic fields." Many business actors use standard agreements/standard clauses in their agreements, such as transportation tickets for land, sea and air transportation as well as delivery of goods and so on. Along with the development of human needs, the provision of expedition services is very necessary as an efficient means of transporting goods to send goods to friends and relatives and can also facilitate

consumer transactions with business actors, considering that these transactions are often carried out in different areas.

UUPK is a legal breakthrough that is expected to be able to protect the interests of consumers without ignoring the interests of business actors. With consumer protection, the positions of consumers and business actors can be balanced, because if there are no regulations governing consumer protection, producers can abuse their position to override the rights of consumers. Therefore UUPK has an important role in protecting consumer rights, one of which is the provisions regarding standard clauses or what is usually called standard agreements.

Standard clauses according to Article 1 number 10 of the UUPK are every rule or provision and conditions that have been prepared and determined in advance unilaterally by the business actor as outlined in a document and/or agreement that is binding and must be fulfilled by consumers. From this understanding it can be concluded that standard clauses can only be made by business actors, while consumers can only accept or not accept them and cannot make changes to the contents of these standard clauses, but on the other hand, these provisions will facilitate relations between business actors with consumers so as not to lead to protracted negotiations.

Even though standard clauses can facilitate relationships between business actors and consumers, the UUPK explains what standard clauses are prohibited from being included by business actors in standard agreements. This provision is contained in Article 18 paragraph (1) of the UUPK. This is regulated in order to achieve the principle of freedom of contract, namely the existence of equality of position between consumers and business actors.

On the other hand, in the process of sending goods carried out by J&T Express there are still problems with delivery and also the transfer of responsibility by J&T Express, causing losses to consumers. These obstacles can be seen from several existing cases, an example of a case from the "consumer media" website experienced by Andre Sulianto, who sent goods via J&T Express, he sent goods from Bali to Porewali Mandar but after 11 days the shipment was not received and there was no explanation. from J&T Express, in this case J&T should be able to provide an explanation of the condition of the goods and the location of the goods at that time so that there is no transfer of responsibility for a shipment of goods. Another case from the "kumparan" website experienced by Ferdian, he was a goods sender at J&T on March 6 2023, from Jakarta to Bandung and the package had arrived in Bandung but there was information that the goods were delayed because the package was sent incorrectly or wrongly sorted, then on the date March 8 2023, the package was in Bandar Lampung and Ferdian had not received the package when this news was published on April 12 2023. From these two cases it can be concluded that the delivery made by J&T Express as the goods expedition service did not go smoothly, this can be seen from the complaints- complaints from consumers of expedition services on websites on the internet.

With the cases of shipping carried out by J&T Express, the author is interested in discussing more deeply the shipping agreements included by J&T Express. Here the author will analyze the standard clauses contained in the goods expedition service delivery agreement at the J&T Express Company in terms of the provisions contained in the UUPK. Therefore, there are two main issues which according to the author are important for further study, namely:

1. Are the standard clauses in the delivery agreement at the J&T Express Company in accordance with UUPK provisions?
2. What are the legal consequences of using standard clauses that violate UUPK provisions in goods expedition agreements at the J&T Express Company?

RESEARCH METHODS

This research uses a normative juridical approach method, which is carried out by examining library materials or secondary data as basic material for research by searching regulations and literature related to this research. Research is descriptive analysis, namely by providing an overview to describe a research

object and making generally applicable conclusions. The type of data used is secondary data. Secondary data here includes primary legal materials consisting of the Civil Code and Law Number 8 of 1999 concerning Consumer Protection as well as using secondary legal materials consisting of books, research results, journals related to this research. Then, after the secondary data has been collected, it will be compiled systematically and then analyzed using qualitative methods

RESULTS AND DISCUSSION

1. Content Analysis of Standard Clauses in Goods Delivery Agreements by J&T Express in terms of UUPK

A standard clause is an agreement where only certain parties can determine the main contents of the agreement. J&T Express is a business actor that operates in the field of goods expedition services and in carrying out its business J&T Express makes an agreement which contains the rules for sending goods. This rule is intended for consumers who will use its delivery services, this is carried out by J&T Express so that there are no protracted transactions between business actors and consumers. This delivery agreement is made by J&T Express and the consumer cannot interfere or change the contents of the agreement, the goods sender as the consumer can only act to agree or reject it. However, there are limitations that J&T Express must pay attention to when making a delivery agreement or standard agreement, these rules are stated in the UUPK.

An agreement can be said to be valid and legally binding for the parties if it fulfills the conditions for a valid agreement as regulated in Article 1320 of the Civil Code. Therefore, the delivery agreement made by J&T Express must comply with the requirements in Article 1320 of the Civil Code which consists of having skills in making an agreement, an agreement between the parties, the existence of the object of the agreement and the existence of a lawful cause. These four conditions are grouped into two parts, namely subjective requirements and objective requirements. Subjective requirements include skills in making agreements and agreements between the parties, while objective requirements include the object of the agreement and lawful causes. According to the author, the agreement made by J&T Express with consumers meets the subjective and objective requirements contained in Article 1320 of the Civil Code, however the Civil Code does not regulate in more detail the contents of the standard agreement. With the UUPK, the rules regarding the contents of standard agreements are included in more detail and specificity in Article 18 paragraph (1) letter ah. This article prohibits business actors from including certain clauses that could override consumer rights.

In the UUPK, business actors are prohibited from transferring responsibility to consumers. This is done to protect the rights of consumers. The delivery agreement stated by J&T Express can be found on the delivery receipt and the jnt.com website. In the standard agreement stated in the goods delivery agreement by J&T Express there are standard clauses which according to the author need to be studied in more depth to determine whether or not there is a transfer of responsibility to the consumer. Regarding this matter, the author will analyze the contents of the standard clauses in the J&T Express delivery agreement based on the limitations stated in Article 18 paragraph (1) UUPK.

In point 1 of the terms and conditions of delivery which reads "...then the loss is the responsibility of the sender". According to the author, these provisions fulfill the elements of Article 18 paragraph (1) letter a UUPK, namely regarding the transfer of responsibility. Here it clearly shows the transfer of responsibility by J&T Express by transferring all losses to the sender of the goods, even though the carrier includes the reason, namely imperfect packaging by the sender, but according to the author, when the condition of the goods being packaged is not perfect, the carrier should be able to refuse or suggest additional packaging as stated in point 2 of this agreement. In the event that the sender hands over goods whose packaging is less than perfect and is still accepted by the carrier, of course the goods are the carrier's responsibility to be sent according to the address listed, so the reasons stated in clause 1 are unreasonable and detrimental to the consumer himself.

Furthermore, point 6 of the delivery terms and conditions reads "...J&T Express does not guarantee that the entire process will run smoothly and properly." According to the author, this clause fulfills the elements of Article 18 paragraph (1) letter a of the UUPK which states that the responsibility of business actors is transferred. Here, the sender of goods as a consumer certainly hopes and trusts the carrier to be able to send the goods well and without the slightest defect, especially as consumers cannot act on events that can delay the delivery time or guarantee the suitability of the consumer's goods. So the carrier should be responsible for the suitability of the goods and the smoothness of delivery.

Then in point 9 of the terms and conditions of delivery which reads "If there are no complaints from the recipient when the delivered goods are handed over, then the delivered goods are deemed to have been received properly and correctly." At first glance, this clause seems reasonable, but if we understand it further there will be problems in it. This problem is still related to the transfer of responsibility as regulated in Article 18 paragraph (1) letter a UUPK. This transfer of responsibility arises if the delivered goods do not immediately show shortages or damage, therefore complaints from recipients or consumers cannot be submitted directly when the delivered goods are delivered. Sometimes shipped goods do not immediately show shortages or damage, for example goods in the form of electronic devices that are damaged due to disruptions in the delivery process and the damage is not physically visible so it cannot always be immediately noticed when the goods arrive at the consumer. This condition occurs if the consumer only uses the goods one day after the goods are received and finds there is a shortage or damage to the goods, but in the clause in point 9 it is assumed that the consumer has received the goods delivered and there are no complaints at the time of delivery of the goods. cannot hold the carrier responsible despite any damage that may arise afterwards.

In point 12 of the terms and conditions of delivery which reads "...and releases J&T Express from all claims or forms of compensation." This clause clearly shows that there is a transfer of responsibility carried out by the carrier in accordance with the elements of Article 18 paragraph (1) letter a. When the process of delivering goods does not always run smoothly and properly, losses may arise for consumers, therefore, as a business actor, it is appropriate for us to take responsibility for these losses. However, in this clause the consumer or sender is required to release J&T Express from all forms of claims or compensation.

Furthermore, point 5 of the terms and conditions of delivery reads "...then the sender hereby releases J&T Express from all damage or other costs and for claims from any party." This point fulfills the elements in Article 18 paragraph (1) letter c which states that business actors in carrying out their business are prohibited from refusing to hand over money paid by consumers. According to the author of the sentence "damage or other costs" this also includes shipping costs/costs paid by the consumer and it is the carrier's responsibility to hand over the shipping costs. In point 5, this describes a condition where the sender has paid the shipping costs and the goods are already in the delivery process. Therefore, if there is a failure in the delivery process, it is not entirely the sender's fault, but there is also an error on the part of the carrier who accepted the goods for delivery without carrying out an inspection first so as not to violate the provisions of point 4. Thus, the provisions in point 4 are not a justification for including the clause in point 5 and the clause in point 5 clearly fulfills the elements of Article 18 paragraph (1) letter c UUPK.

In point 10 of the terms and conditions of delivery which reads "Complaints/claims regarding loss or damage must be submitted by the sender (not the recipient) no later than 3 (three) days from receipt of the goods..." This clause fulfills the elements which is found in Article 18 paragraph (1) letter g which prohibits business actors from including standard clauses stating that consumers are subject to regulations in the form of further rules made by business actors. One of the elements that fulfills the clause of this point is the consumer's compliance with the follow-up rules from point 9 which require complaints/claims to be made by the sender. In this condition, only the sender can request

compensation for damage or loss of the goods sent, however, according to the author, this provision is not appropriate because the first person to know the condition of the goods is the recipient of the goods. This is in line with the provisions in point 9 which states that goods that have been delivered are considered good and correct if there are no complaints from the recipient. Moreover, this point states that the maximum limit for complaints is 3 days after the goods are received, therefore a fast process is needed to make a complaint against the carrier. So both senders and recipients should have the same rights in the case of complaints/claims for damage or loss that harm consumers, without having to require that only the sender be able to make complaints.

2. Legal Effects of Standard Clauses in Goods Delivery Agreements by J&T Express Viewed from Consumer Protection Law

In the analysis of the standard clauses in the delivery agreement by J&T Express, there are several clauses that fulfill the elements of the provisions in Article 18 paragraph (1) UUPK, including Article 18 paragraph (1) letter a which states that business actors are prohibited from including standard clauses stating the transfer of responsibility. answer, Article 18 paragraph (1) letter c states that business actors are prohibited from including standard clauses stating that business actors can refuse to hand over money paid by consumers for goods/services, and letter g that business actors are prohibited from including standard clauses stating that consumers are subject to against further regulations made unilaterally by business actors. The legal consequences of the inclusion of standard clauses are contained in Article 18 paragraph (3) UUPK which states that the inclusion of standard clauses that comply with the provisions of Article 18 paragraph (1) can be declared null and void. Because according to the author of the J&T Express delivery agreement, it was found that there were several clauses that fulfilled the elements of Article 18 paragraph (1) UUPK, these clauses were declared null and void.

In case of standard clauses which are declared null and void by law, J&T Express as a business actor who has the right to determine the contents of the standard clauses is obliged to replace the violating clauses and conform them to the provisions in Article 18 paragraph (1) UUPK. This is in accordance with Article 18 paragraph (4) UUPK which states that for standard clauses that do not comply with the provisions of this law, business actors are obliged to adjust them.

CONCLUSION AND SUGGESTION

The delivery agreement stated by J&T Express meets the provisions in Article 1320 of the Civil Code regarding the legal conditions for an agreement. However, there are other provisions that regulate the contents of a standard clause, this rule is stated in Article 18 paragraph (1) UUPK. According to the analysis carried out by the author, there are several standard clauses that fulfill the elements of Article 18 paragraph (1) UUPK which make the J&T Express delivery agreement legally invalid. The clauses which according to the author fulfill the elements of Article 18 paragraph (1) UUPK are found in point 1, point 6, point 9 and point 12, point 5 and point 10 of the J&T Express delivery agreement .

In the author's analysis, the delivery agreement by J&T Express contains several standard clauses that fulfill the elements of Article 18 paragraph (1) UUPK regarding the prohibition on the inclusion of certain standard clauses. The legal consequences of the inclusion of standard clauses are contained in Article 18 paragraph (3) UUPK which states that the inclusion of standard clauses that comply with the provisions of Article 18 paragraph (1) can be declared null and void. Because according to the author of the J&T Express delivery agreement, it was found that there were several clauses that fulfilled the elements of Article 18 paragraph (1) UUPK, these clauses were declared null and void.

SUGGESTION

J&T Express as a business actor in the field of goods delivery services should be able to improve the quality of service to consumers. This can be started by ensuring that consumer rights are fulfilled in the specified goods delivery agreement. Business actors can adjust the standard clauses contained in goods

delivery agreements to the provisions in UUPK. In Article 18 paragraph (1) UUPK it is regulated more specifically regarding the inclusion of standard clauses, for example business actors must be able to take responsibility for their business activities which have an impact on consumers and in preparing goods delivery agreements they must prioritize good faith and also pay attention to consumer rights.

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