

## ABSTRACT

Rineke Sara, No. Student Principal 10730019, Title of Dissertation "Legal Protection Against Consumers for the Exoneration Clause in Goods Custody Agreements (An Analysis of the Application of the Consensual Principle in relation to Law No. 8 of 1999 concerning Consumer Protection), under the guidance of Prof. Dr. Ade Saptomo, SH. MA, as the Promoter and Prof. Dr. H. Faisal Santiago, SH. MM as Co.Promotor.

At present the existence of standard agreements with exoneration conditions in business ventures is inevitable, this is an opportunity for businesses to limit, avoid, move or eliminate and release their responsibilities in the agreement. Because when the agreement not have a process of bargaining between the business actor and the consumer, there is an imbalance in the position of the parties. The problem are, how the legal status of the standard agreement is in the exclusion period in the safekeeping agreement, how to protect the law and the accountability of the business actor to the consumer for the standard agreement on exoneration in the safekeeping agreement of goods in the event of loss or damage. The methodology used in this study is carried out through a normative juridical approach or doctrinal law that focuses on the study of applicable doctrines, principles of law and legislation.

From the results of this study, it can be explained that the legal position of the standard agreement with exoneration in the safekeeping agreement is not fulfilling th legal requirements, whether regulated in the Civil Code or UUPK, as stipulated in Article 1320, 1335, 1337, 1338 and 1339 Civil Code, and Article 18 of Law No. 8 of 1999 concerning Consumer Protection. Where the inclusion of the exoneration clause in the standard agreement is not prohibited as long as it does not violate the rules for the inclusion of a standard clause, Article 1 Number 10, concerning the standard clause and Article 1694 up to 1739 of the Civil Code concerning the safekeeping agreement. In making agreements, the principle of justice should be found as a principle of constitutionalism which also functions as the basis of the Indonesian state, namely Pancasila as the source of all legal sources. In order for the consumer to get protection if there is loss or damage to the goods deposited, the business actor must also carry out its obligations for damage or loss of the items deposited, according to the provisions of Article 1 point 1 UUPK and Article 1964 KHUPerdata, to ensure legal certainty for parties consumer. The business actor is also required to be responsible for the loss or damage of the items that deposited, in accordance with the provisions of Article 7 letter f, 19, 22 and 23 UUPK, and Article 1366 and 1367 of Civil Code (product responsibility and contract responsibility), this is also inseparable from the basic principles of responsibility in the treaty law, except if the business actor is able to prove otherwise. But in it's implementation, business actor always take shelter under the exoneration clause to avoid, eliminate and even transfer the responsibility to consumers, and not a few parties who suffer losses, although there are some cases up to court hearings and have permanent legal force.

Keywords: Legal Protection Against Consumers on Exoneration Clause