

# EXONERATION CLAUSE IN BUS TRANSPORTATION AGREEMENTS: LEGAL PROTECTION ORIENTATION FOR SERVICE USERS IN AN INCLUSIVE LEGAL PERSPECTIVE

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## ***Abstract***

*The practice of exoneration clauses in transportation agreements with bus transportation modes is commonly found in bus tickets which confirms that the transportation service provider is not responsible for damage or loss of goods. This study aims to answer two legal issues, namely the essence of the exoneration clause in the transportation agreement using the bus and the orientation of legal protection for users of bus transportation services related to the existence of an exoneration clause in the transportation agreement. This research is a normative legal research using a concept and statutory approach. The results of the study show that the exoneration clause in the practice of transportation agreements using buses actually qualifies as a standard provision that is prohibited under positive law provisions. The orientation of legal protection for users of bus transportation services related to the existence of an exoneration clause in transportation agreements can be carried out by promoting inclusive legal ideas that are oriented towards balancing the position between users and providers of transportation services. Internal legal protection, namely that each individual must understand the provisions related to the exoneration clause in the Consumer Protection Act and the responsibility of the transportation service provider if it is proven that negligence or error resulted in the loss and/or damage to the goods of users of transportation services. External legal protection can be carried out by law enforcement officials and the Department of Transportation to provide socialization as well as discipline bus transportation service providers who still include exoneration clauses that have the potential to harm the rights of users of transportation services.*

***Keywords: Inclusive Law; Exoneration Clause; Transportation Agreement.***

## **Introduction**

A transportation agreement is understood as a form of agreement between two parties, one as a provider of transportation services and services and on the other party is a user of transportation services and services (Poernomo, 2022) along with tertiary legal materials as supporting materials. The exoneration clause applied by the entrepreneur will make consumers who suffer losses due to loss and/or damage to their belongings will think about whom to ask for compensation or even just let the incident

finish\nwithout further legal action. An exoneration clause is a provision set forth in an agreement, in which one\nparty avoids fulfilling its responsibility in paying compensation in part or in full due to a broken promise\nor an unlawful act. Under Law No. 8-1999, the application of the exoneration clause will bring legal\nconsequences in the form of null and void. In other terms, transportation agreements are also referred to as carriage agreements. The term carriage agreement is actually a term commonly used in the context of carriage law (Mey Anjani et al., 2022). Even so, this study uses the terms transportation agreement and carriage agreement interchangeably. This is because substantively and essentially between the transportation agreement and the transportation agreement both regulate the agreement between the user and the transportation service provider (Lauwtania, 2021). Transportation agreements are usually outlined through standard clauses. A standard clause is simply understood as a clause or text in an agreement whose substance is determined by one party to then be asked for approval by the other party (Dauri & Waliyyatunnisa, 2020).

The use of standard clauses in transportation agreements is intended to facilitate the transportation agreement process to be more effective and efficient. The use of standard clauses in transportation agreements is also commonly formulated as an exoneration clause. An exoneration clause is simply understood as a clause in an agreement that excludes liability related to certain obligations (Masrofah, 2022). The pouring of exoneration clauses in transportation agreements is generally formulated by transportation service providers and then must be obeyed by transportation service users. Exoneration clauses in transportation agreements are substantively related to the unaccountability of transportation service providers related to the loss of goods carried by transportation service users (Rahman, 2020). Of the various modes of transportation, the existence of exoneration clauses in transportation agreements is generally found in bus transportation modes.

That is because in the mode of Train transportation, there is actually a certain mechanism set by PT KAI related to the loss of goods carried by users of transportation services (Rusmiyah, 2022). This also applies to the mode of transportation of Ships and Aircraft which also already have certain mechanisms related to procedures and mechanisms for losing goods carried by users of transportation services. Therefore, this study focuses on the analysis of exoneration clauses in the practice of transportation agreements using buses and their legal protection orientation for transportation service users. This study aims to answer two legal issues, namely the essence of exoneration clauses in transportation agreements using buses and the orientation of legal protection for bus transportation service users related to exoneration clauses in transportation agreements.

Research on exoneration clauses related to transportation agreements in bus transportation mode is actually an original research and no comprehensive study has ever been conducted on it. This is

evidenced by the three previous studies which generally still discuss legal liability and legal consequences for bus passengers who do not have tickets. The three previous studies, namely: (i) research conducted by Primahardani (2020) which discusses legal responsibility for bus transportation service providers for consumer losses (Primahardan, 2020). The advantage of this study is that it uses case studies in a particular corporation and the disadvantage of this research is that it has not been used to review the latest and relevant court decisions regarding legal responsibility for bus transportation service providers. Further research was conducted by, (ii) Yusri, et al. (2021) which discussed legal protection for bus passengers who do not have tickets in the event of losses or accidents (Cut Balqis, 2021).

The advantage of this study is to describe descriptively the losses experienced by consumers due to the absence of tickets as a means of claim to request legal protection from bus transportation service providers. The disadvantage of this study is that it has not presented examples and case studies comprehensively so as to describe in detail the losses experienced by consumers due to the absence of tickets. Research conducted by (iii) Saputra, et al. (2022) which focuses on aspects of legal protection for public transportation passengers (Hana Nur Falinda, 2022). The advantage of this study is to explain the form of legal protection for public transportation passengers in Semarang Regency. The shortcomings of this study are the lack of studies on consumer protection and more focus on aspects of traffic and road transportation. From the three previous studies, it can be concluded that the previous research has not had a specific study on exoneration clauses in transportation agreements through bus transportation modes. Therefore, the focus of this study is also on efforts to provide legal protection orientation for bus transportation service users related to the exoneration clause.

## **Research Method**

This research is a normative legal research with a focus on analysis and efforts to provide legal protection orientation for bus transportation service users related to exoneration clauses. As a normative legal research, this research refers to authoritative legal products in the form of laws and regulations (Purwati, 2020). The primary legal materials used in this study include: NRI Constitution 1945, KUHPer, KUHD, Law No. 8 of 1999 concerning Consumer Protection (UU PK), Law No. 22 of 2009 concerning Traffic and Road Transportation (Law LLAJ). Secondary legal materials are journal articles, books, and research results that discuss exoneration clauses and transportation laws. Non-legal material is a legal dictionary. The approach used is a concept and legislation approach.

## **Exoneration Clause in Bus Transportation Agreement**

Transportation agreements or transportation agreements are common between transportation service users and transportation service providers. In Soekardono's view, transportation agreements have a reciprocal character which means that users of transportation services have trust and bind themselves

in order to achieve the goal of using transportation services, namely reaching a certain place as intended (Lusita et al., 2022). This also applies the other way around for transportation service providers to deliver people and / or goods to the intended place and with certain services. The characteristics of reciprocal agreements in this transportation agreement emphasize good faith as well as commitment to implement the agreement between the service user and the transportation service provider (Varbanova, 2018).

In line with Soekardono's view above, R. Subekti (Suryahartati, 2019) Construct that there are three orientations in transportation agreements with reciprocal characters, namely: First, the reciprocal character in transportation agreements emphasizes understanding and agreement between service users and transportation service providers. This means, before deciding to choose a mode of transportation, service users can negotiate and ask about the services that will be provided by the transportation service provider and its costs. Second, the reciprocal character of the transportation agreement makes the existence of a certain legal act that has direct implications for obligations to other parties (Abdullah, 2018). This can be seen from the enactment of the transportation agreement, which is when the service user pays the cost of the fare or transportation cost so that the transportation service provider is required to deliver people and / or goods according to the agreed transportation agreement.

*Third*, the character of reciprocity in transportation agreements relates to the responsibilities that must be fulfilled by one of the parties which means, if one party does not fulfill its obligations, then the party also has the potential to not fulfill its rights (Arifin et al., 2020). This phenomenon is illustrated when service users have not paid fees or transportation costs, transportation service providers are also not obliged to deliver them to the intended place. This also applies vice versa, namely if the transportation service provider does not reduce transportation service users as the intended place, then transportation service users are entitled to compensation for non-fulfillment of transportation agreements as agreed (Chumaida, 2019)there are tools to facilitate and facilitate the demolition and loading of goods from or to ships, or equipment to take fuel, water supplies and so on. In ports, of course, there are loading and unloading companies that are always connected with Indonesian ports (Pelindo. From the three orientations of reciprocal character in transportation agreements, it can be concluded that reciprocal character focuses on commitment, good faith, and fulfillment of the achievements of one party so that the other party can fulfill its achievements (Morozov & Fedotova, 2020).

The non-fulfillment of the achievements of one party makes the other party able to make a loss claim and is entitled to adequate compensation (Rachmaniyah & Wahyoeno, 2022)which is located in Article 18 of Law no. 8 of 1999 concerning Consumer Protection. In this case, the issue raised is how the exoneration clause applies in the standard agreement from the point of view of consumer protection law. In this study, the research method used by the author is a normative legal research method that uses

a statutory approach or the so-called statute approach, a conceptual approach or the so-called conceptual approach and views according to experts. The results of the study show that the Standard Agreement which contains an exoneration clause can create legal consequences for consumers, namely the obligations that should be borne by the seller or business actor are the obligations of the buyer or consumer. UUPK or Law no. 8 of 1999 concerning Consumer Protection requires sellers or business actors to immediately match the standard agreement used for the provisions of the law, but in implementation this is difficult to enforce. Procedures and prohibitions regarding the application of standard agreements are planned to occupy the position of the buyer or consumer commensurate with the seller or business actor in accordance with the principle of freedom of contract and also prevent the emergence of actions that can later be detrimental to the buyer or consumer due to the lack of understanding, the buyer or consumer is exploited by the perpetrator. effort and also an equal position between the two parties. If the seller or business actor has set a standard clause that is prohibited in the agreement, the legal consequences of the standard clause are declared null and void. In addition to the three orientations of reciprocal character in the transportation agreement above, reciprocal character also emphasizes the existence of equal position as well as proportional rights and obligations between the parties. It is intended that in the transportation agreement between users and transportation service providers have an equal and equal position. It is also that users and providers of transportation services have rights and obligations that can be proportionately legally accounted for.

The equal and equal position between users and transportation service providers encounters problems when in the transportation agreement there is an exoneration clause. Exoneration clause or exoneration clause is a special clause that is generally used in the field of agreement books to relieve the obligations of one party to the other party (Octavia et al., 2020). Efforts to relieve the obligations of one party to the other party are certainly based on rational and proportional considerations that allow the other party to agree and agree on the existence of an exoneration clause in the transportation agreement. Furthermore, the Black Law Dictionary formulates that the exoneration clause relates to two aspects, namely the exemption of the obligations of one party agreed by the other party and the exemption of these obligations can be in the form of a complete, partial, or only exemption in certain parts according to the agreement set forth in the exoneration clause (Bryan A. Garner, 2019).

Referring to the formulation of the definition of the exoneration clause as in the Black Law Dictionary, it can be seen that the equality of the legal position of the parties related to the exoneration clause is important because after all, the agreement of both parties is an important aspect for the validity of an exoneration clause. Even so, exoneration clauses are usually formulated through agreements that have been formulated by default by one of the parties known as standard clauses. The standard clause is principally an agreement that is substantively drafted by one party to then obtain mutual agreement

with the other party (Darajati et al., 2023). Although the “consent” aspect is an important aspect of the standard clause, because the standard clause is substantively drafted by one party, the standard clause has the potential to reduce the rights of the other party.

The reduction of the rights of one party due to the formulation of standard clauses can be understood because the formulation of standard clauses is formulated by one party and then agreed upon by the other party. This shows that the party that drafted the standard clause has a stronger legal position than the party who only agreed to a standard clause. The standard clause itself is juridically formulated in Article 18 paragraph (3) of the PK Law substantively that the standard clause is allowed as long as it still upholds the principles of proportionality, fairness, and propriety. (Marchellia, 2022). The formulation in Article 18 paragraph (3) of the PK Law is important so that the formulators of standard clauses do not seem “arbitrary” in drafting standard clauses that can actually reduce the rights of other parties.

The understanding of the standard clause was affirmed by David M.L Tobing that the standard clause that does not meet the principles as emphasized in Article 18 paragraph (3) of the PK Law is null and void (Tobing, 2019). In civil law, null and void, that is, a substance of the agreement is considered to have never existed so that the agreement cannot be enforced and its legal consequences cannot be applied directly (Hanisa et al., 2021). The null and void provision for standard clauses that do not meet the principles as emphasized in Article 18 paragraph (3) of the PK Law is a logical consequence to protect the rights of other parties who do not formulate standard clauses while affirming the equal position of the parties to the agreement.

The principle that must be fulfilled in the standard clause as in Article 18 paragraph (3) of the PK Law is actually a special arrangement (*lex specialis*) on the provisions of Article 1338 of the Indonesian Civil Code. If Article 1338 of the Indonesian Civil Code declares an agreement valid and is considered a “law” for the parties who make it, Article 18 paragraph (3) of the PK Law confirms that in making an agreement (in this case the standard clause) must uphold the principles of proportionality, fairness, and propriety. Therefore, because Article 18 paragraph (3) of the PK Law is actually a special arrangement (*lex specialis*) on the provisions of Article 1338 of the PK Law, every standard clause must be subject to the limitations affirmed by Article 18 paragraph (3) of the PK Law.

The standard clause in practice that is often used is the exoneration clause. In the practice of transportation agreements using buses, exoneration clauses are commonly used, especially with regard to loss and/or damage to goods carried by passengers as users of transportation services. Substantively, the formulation of the exoneration clause includes, “Damaged and/or lost goods are not the responsibility of the bus provider (PO Bus)”. Regarding the exoneration clause, Article 18 paragraph (1) of the PK Law actually confirms that the exoneration clause is allowed as long as it is not related to eight aspects,



namely: consumers (in this context transportation service users) are forced to submit to new provisions that have not been regulated in laws and regulations, transfer of responsibility for an obligation that should be carried out by one of the parties. Not only that, the refusal to return goods and / services that are not in accordance with the agreement, unilateral actions on goods that are still in the installment process, and the reduction of benefits to one party due to the application of standard clauses.

Referring to the formulation of Article 18 paragraph (1) of the PK Law using the legal construction of argumentum a contrario, the standard clause is actually allowed as long as it is not related to the eight things mentioned in Article 18 paragraph (1) of the PK Law. Regarding the exoneration clause in the transportation agreement using a bus where the transportation service provider is not responsible for damage and/or loss of goods experienced by transportation service users, it is necessary to analyze whether such an exoneration clause is a prohibited exoneration clause as in Article 18 paragraph (1) of the PK Law. Referring to H.M.N. Purwosutjipto's view, conceptually the transportation agreement has two elements of agreement, namely the lastgeving element or power of attorney and the bewaargeving element which is a storage element (Hidayat, 2020). This confirms that the transportation agreement is a mixed agreement in which there are elements of storage agreements as well as periodic agreements related to services (Yanovytska & Yanovytska, 2019).

In the aspect of storage agreements, in the context of transportation agreements can be related to transportation agreements have relevance to storage agreements for goods. It can be seen factually that every user of transportation services must bring luggage which in the transportation agreement the luggage is also stored by the transportation service provider (Natalia, 2021). Related to periodic agreements related to services, this is associated with services provided by transportation service providers to transportation service users. In general, the services provided are services for a safe and comfortable situation when traveling along with the goods carried by transportation service users become safe.

In addition, there are also special services that are usually associated with certain rates and costs to get them such as music service, comfortable beds, to food service. This agreement is called periodic because it is limited by time (there is a period of time) which means that after the transportation service user gets to the destination, the agreement is considered complete.

Referring to the provisions of Article 468 paragraph (1) of the Criminal Code, it can be concluded that transportation agreements include agreements to maintain goods appropriately (Afifah et al., 2021). This means, as long as the loss and/or damage to the goods is not caused by the transportation service provider (including its crew), then the loss and/or damage to the goods cannot be the responsibility of the transportation service provider. The understanding in Article 468 paragraph (1) of the KUHD is strengthened by the provisions in Article 192 paragraphs (1), (2), and (3) of the LLAJ Law which

substantively affirms that responsibility for transportation service users is given if transportation service users die or are injured due to the services of transportation service providers.

Regarding goods carried by transportation service users, as in the provisions of Article 192 paragraph (4) of the LLAJ Law, the transportation service provider must provide compensation if there are lost and/or damaged goods caused directly by the fault or negligence of the transportation service provider. With reference to the provisions of Article 192 paragraph (4) of the LLAJ Law above, if the lost and/or damaged goods are not caused directly by the fault or negligence of the transportation service provider, it is not the responsibility of the transportation service provider.

Referring to the construction of Article 192 paragraph (4) of the LLAJ Law, the exoneration clause in the bus transportation agreement which substantively contains loss and/or damage to goods is not the responsibility of the transportation service provider is actually an exoneration clause that qualifies as a standard provision prohibited under Article 18 paragraph (1) of the PK Law. This is because the provisions of Article 192 paragraph (4) of the LLAJ Law actually provide space for transportation service users when losing and/or damaging goods to prove whether it is intentional or negligent on the part of the transportation service provider. If this is proven, then the transportation service provider must be responsible in the form of providing compensation to transportation service users. However, if it is not proven, the loss and/or damage to the goods cannot be held accountable to the transportation service provider.

Therefore, the exoneration clause in the bus transportation agreement which substantively contains loss and/or damage to goods is not the responsibility of the transportation service provider is an exoneration clause that qualifies as a standard provision prohibited under Article 18 paragraph (1) of the PK Law. Therefore, closing the opportunity for transportation service users when loss and/or damage to goods to prove whether it is intentional or negligence of the transportation service provider so that it is null and void and the clause is considered to have never existed (never applied). Therefore, the exoneration clause in the practice of transportation agreements using buses actually qualifies as a standard provision prohibited under Article 18 paragraph (1) of the PK Law.

Because it closes opportunities for transportation service users when loss and/or damage to goods to prove whether it is intentional or negligence of the transportation service provider so that it is null and void and the clause is considered to have never existed (never enforced). This is because the exoneration clause in the practice of transportation agreements using buses is contrary to the substance of Article 192 paragraph (4) of the LLAJ Law actually provides space for transportation service users when loss and/or damage to goods to prove whether it is intentional or negligent on the part of the transportation service provider or not.



## **Orientation of Legal Protection for Bus Transport Service Users in an Inclusive Legal Perspective**

The existence of an exoneration clause in the practice of transportation agreements using buses that substantively emphasizes that damage and/or loss of goods used by transportation services is not the responsibility of transportation service providers is actually a provision that contradicts the provisions of Article 18 paragraph (1) of the PK Law (Agustin & Saputra, 2022). Article 18 paragraph (1) of the PK Law actually emphasizes that the exoneration clause is actually permissible as long as it is substantively unqualified as in Article 18 paragraph (1) of the PK Law. The exoneration clause in the practice of transportation agreements using buses which substantively emphasizes that damage and/or loss of goods of transportation service users is not the responsibility of the transportation service provider above actually fully releases the transportation service provider not to be responsible for any damage and/or loss of goods from transportation service users.

In fact, Article 192 paragraph (4) of the LLAJ Law actually provides space for transportation service users when losing and/or damaging goods to prove whether it is intentional or negligent on the part of the transportation service provider or not. This confirms that the provisions of Article 192 paragraph (4) of the LLAJ Law do not apply absolutely to relieve the liability of transportation service providers from loss and/or damage to goods from transportation service users.

Regarding the responsibility of transportation service providers from the potential loss and/or damage to goods from transportation service users, the provisions in Article 192 paragraph (4) of the LLAJ Law emphasize three aspects. First, the provisions of Article 192 paragraph (4) of the LLAJ Law are actually in line with the legal postulate which states that *ubi ius ibi remidium* which more or less means that when there are rights violated, there are consequences for suing and fighting for them based on certain legal procedures and mechanisms (Vatter, 2020). This can be seen from the opening of space for transportation service users to prove whether the loss and/or damage to the goods carried is the result of intentional or negligence of the transportation service provider. If proven, the transportation service provider must be responsible, but if not, the transportation service provider is free from liability claims.

Second, the provisions of Article 192 paragraph (4) of the LLAJ Law actually emphasize that in general transportation service providers are not responsible for goods carried by transportation service users. This is because the essence of the transportation agreement is to meet the needs for transportation service users to get transportation services to their destination, while for transportation service providers is to benefit from transportation services. This means that the transportation agreement does not directly imply the entry into force of the agreement to safeguard the goods. Even so, in Article 192 paragraph (4) of the LLAJ Law, it is affirmed that if the transportation service provider commits negligence or intentionality that causes the loss and/or damage to the goods carried by the transportation service user.

Then, the transportation service user must be responsible for negligence or intentionality that causes the loss and/or damage to the goods.

Construction Article 192 paragraph (4) of the LLAJ Law confirms that the liability carried out by transportation service providers is not due to the implication of a transportation agreement but due to negligence or intentionality that causes loss and/or damage to goods.

Third, Article 192 paragraph (4) of the LLAJ Law actually does not affirm liability related to transportation agreements, but civil liability caused by loss and/or damage to goods carried by transportation service users. If analyzed carefully, the provisions of Article 192 paragraph (4) of the LLAJ Law actually have relevance to the provisions of Article 1365 of the Indonesian Civil Code which affirms the existence of unlawful acts as a basis for suing for a legal act that harms the rights of others (Sari, 2020). Substantively, the provisions in Article 1365 of the Indonesian Civil Code emphasize the existence of an act that directly harms a particular individual in which between the act and the legal effect is an inseparable unity (Putri & Marlyna, 2021).

This actually has relevance to the provisions of Article 192 paragraph (4) of the LLAJ Law where when there is negligence or intentionality that causes loss and / or damage to goods carried by transportation service users, the transportation service provider itself must be responsible for the loss and / or damage to the goods.

From the three aspects in Article 192 paragraph (4) of the LLAJ Law, it can be concluded that even though the transportation agreement does not directly implicate the obligation for transportation service providers to safeguard goods from transportation service users. However, it is still legal certainty for transportation service users to obtain liability guarantees to transportation service providers if there is loss and/or damage to goods caused by transportation service providers.

Even so, in practice, the existence of an exoneration clause in the practice of transportation agreements using buses that substantively emphasizes that damage and/or loss of goods used by transportation services is not the responsibility of transportation service providers can be said to be quite troubling to the community. Even as if for transportation service users are closed efforts to hold transportation service providers accountable due to negligence or deliberate causes loss and / or damage to goods (Chusnida, 2021) the Primary Subject that writer research about how the exoneration clause substance that created by Airlines in Terms and Conditions that enacted are already fulfilled the requirement dictated by Consumer Protection Law, also when and how the consumer could solve a dispute should it arise. The Research Method used by the writer are Jurisdictional Normative , a research that based on source in form of Law and Regulation that still in effect, Court decisions, Scientific Journal or even article and Theories. Analysis

on Exoneration clause in Airlines Terms and Conditions using the data from The Terms and Condition it self , also Consumer Protection laws , before subsequently explained by the writer take on the subject, the result of this research could be seen through law consequences received by consumers because the existence of exoneration law on Terms and Conditions and the Legal Effort for Consumer that have been done by Arlines in the allocation of compesationKeywords : Exoneration Clause, Terms and Conditions, air transportation

Therefore, legal protection must be provided to transportation service users in order to avoid a narrow understanding of exoneration clauses in the practice of transportation agreements using buses which substantively emphasizes that damage and/or loss of transportation service users' goods is not the responsibility of transportation service providers and can understand their rights as stated in Article 192 paragraph (4) of the LLAJ Law (Rahul Oscarra Duta, 2023).

The conception of legal protection for transportation service users actually has relevance to the idea of inclusive law. The idea of inclusive law is actually a legal thought based on the thoughts of Jawahir Thontowi which generally emphasizes legal defense against parties who are inferior to nota bene (Thontowi, 2019). In relation to the relationship between transportation service providers and transportation service users, the position of transportation service users can be said to be lower. The low position of transportation service users is associated with the existence of an exoneration clause in the practice of transportation agreements using buses which substantively emphasizes that damage and/or loss of transportation service users' goods is not the responsibility of transportation service providers. This is because the exoneration clause in the practice of transportation agreements using buses is made unilaterally by transportation service providers. This means, transportation service providers have a higher bargaining position compared to transportation service users (Hakim, 2019)one of which is the inclusion of an exoneration clause. The inclusion of the clause has clearly contradicted Law Number 9 of 1999 concerning Consumer Protection and has detrimental to the rights held by the Consumer. In addition, in terms of the Agreement Law, the entrepreneurs that includes the exoneration clause clearly does not heed the principle of good intentions by utilizing the weak position of the consumer. The violation of the rights held by consumers, consumers can claim compensation and sue the entrepreneurs through various legal remedies. given by law. In this study also will discuss the legal consequences and legal efforts that can be submitted by the Consumer for the application of the Exoneration Clause in an agreement. The research method that will be used in this research is normative juridical, namely the approach using various data sources such as articles of legislation, various legal theories, and scientific works of scholars. The data used in this study comes from secondary data and tertiary data collected in accordance with the object written. After that, all legal materials that have been collected are inventoried and identified according to the problems that have been formulated. The conclusion of this study is to provide a legal understanding

to consumers who are disadvantaged by the inclusion of an exoneration clause and provide advice in the form of legal remedies that can be taken.

The conception of inclusive law in relation to protecting transportation service users related to exoneration clauses in the practice of transportation agreements using buses should be based on two orientations of inclusive law that can be applied to transportation service users. First, inclusive law emphasizes efforts to equalize the position and reinforce the existence of rights and obligations proportionally between transportation service providers and transportation service users (Khuzani, 2020). Second, inclusive law has an orientation to carry out an affirmative action or certain efforts to balance the position of the parties (Zainuddin, 2018). In this context, inclusive law emphasizes balance of positions, one of which is based on positive legal provisions. Judging from the two inclusive legal orientations above, there is an exoneration clause in the practice of transportation agreements using buses which is substantively contrary to the provisions of Article 192 paragraph (4) of the LLAJ Law and Article 18 paragraph (1) of the PK Law.

Legal protection for transportation service users by optimizing two orientations of the idea of inclusive law can actually be done by prioritizing the idea of legal protection from M. Isnaeni. M. Isnaeni believes that legal protection consists of two aspects, namely internal and external (Isnaeni, 2016). Internal legal protection is based on the understanding and awareness of each individual's law while external legal protection is based on the role of the government and its apparatus (Isnaeni, 2016).

Regarding the case of exoneration clauses in the practice of transportation agreements using buses, internal legal protection is by each individual understanding the provisions of Article 192 paragraph (4) of the LLAJ Law and Article 18 paragraph (1) of the PK Law so that if there is an exoneration clause in the practice of transportation agreements using buses that harm transportation service users. So it can provide an understanding to transportation service providers about the substance of Article 192 paragraph (4) of the LLAJ Law and Article 18 paragraph (1) of the PK Law. In addition, transportation service users can take legal remedies in court if the exoneration clause actually harms the rights of transportation service users. External legal protection related to exoneration clauses in the practice of transportation agreements using buses that have the potential to harm transportation service users can be carried out by law enforcement officials and the Transportation Agency to provide socialization while curbing bus transportation service providers who still include exoneration clauses that have the potential to harm the rights of transportation service users.

The orientation of legal protection for bus transportation service users related to the exoneration clause in transportation agreements can be done by promoting inclusive legal ideas that are oriented to balance the position between users and transportation service providers, including protecting each

of their rights and obligations. Legal protection for bus transportation service users related to the existence of an exoneration clause internally, namely each individual must understand the provisions related to the exoneration clause in the Consumer Protection Law and liability by transportation service providers if it is proven that there is negligence or error that makes the loss and/or damage to goods from transportation service users. External legal protection can be carried out by law enforcement officials and the Transportation Agency to provide socialization while bringing order to bus transportation service providers who still include exoneration clauses that have the potential to harm the rights of transportation service users.

## **Conclusion**

The exoneration clause in the practice of transportation agreements using buses actually qualifies as a standard provision prohibited under Article 18 paragraph (1) of the PK Law because it closes opportunities for transportation service users when loss and/or damage to goods to prove whether it is intentional or negligence of the transportation service provider. Thus, it is null and void and the clause is considered to have never existed (never enforced). This is because the exoneration clause in the practice of transportation agreements using buses is contrary to the substance of Article 192 paragraph (4) of the LLAJ Law actually provides space for transportation service users when loss and/or damage to goods to prove whether it is intentional or negligent on the part of the transportation service provider or not.

The orientation of legal protection for bus transportation service users related to the exoneration clause in transportation agreements can be done by promoting inclusive legal ideas that are oriented to balance the position between users and transportation service providers, including protecting each of their rights and obligations. Legal protection for bus transportation service users related to the existence of an internal exoneration clause is that each individual must understand the provisions related to the exoneration clause in the Consumer Protection Law. Also, liability by the transportation service provider if it is proven that there is negligence or error that causes loss and / or damage to goods from transportation service users. External legal protection can be carried out by law enforcement officials and the Transportation Agency to provide socialization while bringing order to bus transportation service providers who still include exoneration clauses that have the potential to harm the rights of transportation service users.

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