

RINGKASAN

Adra Shahira Akeyla **Perlindungan Hukum Bagi Konsumen Terhadap Klausula Baku Yang Tidak Tertulis Pada Karcis Parkir (Studi Penelitian Di Suzuya Mall Kota Lhoksemwe**
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(Dr. Marlia Sastro, S.H., M.Hum dan Dr. Herinawati, S.H., M.Hum)

Perlindungan hukum bagi konsumen terhadap klausula baku diatur dalam Pasal 18 ayat (1) huruf a Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, yang melarang pelaku usaha mencantumkan klausula baku yang berisi pengalihan tanggung jawab kepada konsumen. Namun, pada kenyataannya di *Suzuya Mall* adalah pengelola parkir mencantumkan klausula baku yang menyatakan bahwa segala bentuk kehilangan berada di luar tanggung jawab pihak pengelola, sehingga hal ini menimbulkan ketidakpastian hukum dan berpotensi merugikan konsumen.

Tujuan penelitian ini adalah untuk mengetahui bentuk perlindungan hukum yang diterima konsumen, mengetahui bentuk kerugian yang timbul dalam penggunaan jasa parkir, serta menganalisis tanggung jawab pengelola parkir atas kehilangan barang di area parkir *Suzuya Mall*.

Metode penelitian yang digunakan adalah pendekatan yuridis empiris dengan sifat deskriptif. Data diperoleh melalui penelitian lapangan berupa wawancara dengan pihak terkait serta studi kepustakaan. Analisis data dilakukan secara kualitatif untuk menggambarkan dan menguraikan fakta yang ditemukan di lapangan.

Hasil penelitian menunjukkan bahwa perlindungan hukum bagi konsumen di *Suzuya Mall* diwujudkan melalui upaya preventif, seperti fasilitas parkir aman, pengawasan, dan kejelasan batas tanggung jawab antara pengelola dan konsumen. Klausula baku yang menyatakan kehilangan di luar tanggung jawab pengelola berfungsi membatasi risiko terhadap objek jasa parkir, tanpa menghapus kewajiban atas kehilangan kendaraan sesuai Pasal 1694 KUHPerdara dan Pasal 18 ayat (1) UUPK. Bentuk kerugian konsumen meliputi Kehilangan barang pribadi di dalam kendaraan di parkir *Suzuya Mall Lhokseumawe* bukan objek penitipan, sehingga pengelola tidak bertanggung jawab, Pelaksanaan tanggung jawab pengelola parkir pengelola hanya menampilkan rekaman CCTV, respons administratif terhadap kerugian telah dilakukan tetapi belum diikuti oleh pemberian ganti kerugian kepada konsumen atas kerugian yang dialami.

Disarankan pengelola parkir menyesuaikan klausula baku agar tidak membatasi tanggung jawab atas kehilangan, menyediakan mekanisme ganti rugi, pemerintah daerah memperketat pengawasan perparkiran, serta konsumen memahami hak dan kewajibannya agar dapat menuntut perlindungan hukum.

Kata Kunci: *Perlindungan Hukum, Konsumen, Klausula Baku, Karcis Parkir, Suzuya Mall Kota Lhokseumawe*

SUMMARY

Adra Shahira Akeyla *Legal Protection for Consumers Against Standard Clauses Not Stated on Parking Tickets (Research Study at Suzuya Mall Lhokseumawe)*
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Legal protection for consumers regarding standard clauses is regulated in Article 18 paragraph (1) letter a of Law Number 8 of 1999 on Consumer Protection, which prohibits business actors from including clauses that shift responsibility to consumers. However, in practice at Suzuya Mall, the parking management includes a standard clause stating that all losses are outside the responsibility of the management, creating legal uncertainty and potentially harming consumers.

The purpose of this study is to identify the forms of legal protection received by consumers, examine the types of losses arising from the use of parking services, and analyze the responsibilities of the parking management for lost items in the Suzuya Mall parking area.

The research uses an empirical juridical approach with a descriptive nature. Data were obtained through field research, including interviews with relevant parties, as well as literature review. Data analysis was conducted qualitatively to describe and explain the facts found in the field.

The results show that legal protection for consumers at Suzuya Mall is manifested through preventive measures, such as secure parking facilities, supervision, and clear boundaries of responsibility between management and consumers. The standard clause stating that losses are outside the responsibility of the management functions to limit risk regarding the parking service object, without eliminating the obligation for vehicle loss in accordance with Article 1694 of the Civil Code and Article 18 paragraph (1) of the Consumer Protection Law. Consumer losses include personal items lost inside parked vehicles, which are not part of the deposit object, so the management is not legally responsible. The implementation of management responsibilities is limited to displaying CCTV footage, and administrative responses to losses have been carried out but have not been followed by compensation for the losses experienced by consumers.

It is suggested that the parking management adjust the standard clauses so as not to limit liability for losses, provide a compensation mechanism, that local governments strengthen parking supervision, and that consumers understand their rights and obligations to claim legal protection.

Keywords: *Legal Protection, Consumers, Standard Clause, Parking Ticket, Suzuya Mall Lhokseumawe*