

Implementation of Article 18 of the Consumer Protection Law in Express Delivery Companies in Denpasar City, Indonesia

I Made Dedy Priyanto¹, I Made Sarjana¹, I Made Subaw¹

¹ Udayana University

Jl. Raya Kampus UNUD, Bukit Jimbaran, Kuta Selatan, Badung, Bali, 80361, Indonesia

DOI: [10.22178/pos.95-19](https://doi.org/10.22178/pos.95-19)

LCC Subject Category: KKY1-4999

Received 31.07.2023

Accepted 28.08.2023

Published online 31.08.2023

Corresponding Author:

dedy_priyanto@unud.ac.id

© 2023 The Authors. This article is licensed under a Creative Commons Attribution 4.0 License 

Abstract. This study aims to investigate the implementation of Article 18 of the Consumer Protection Act on express delivery companies in Denpasar City. The research employs a statutory and factual approach as part of empirical legal research. Data collection involved interviews with relevant parties from express delivery companies and the use of secondary data from legal literature and regulations related to the research topic. The data was processed qualitatively to gain an in-depth understanding of the issues under investigation. The results revealed that Article 18 had not been fully implemented by express delivery companies in Denpasar City, particularly concerning certain aspects such as § 1 (a, c, e) and § 2. This non-compliance is attributed to companies prioritising efficiency and profit over legal compliance and inadequate supervision of the agreement letter for goods transportation. Comprehensive law enforcement must cover all aspects regulated in the legislation, ensuring that stipulated regulations are followed appropriately by the law. Additionally, formulating relevant public policies is essential to encompass all aspects of the code, including the incorporation of provisions in Appendix II of Minister of Transportation Regulation No 60 of 2019 concerning Minimum Service Standards for Special Goods Transport, as well as Articles 56, 71 (§ 1), 80 (§ 4) of the same regulation.

Keywords: Consumer Protection Law; Express Delivery Company; Legal Inconsistency; Legal Implementation; Public Policy.

INTRODUCTION

The research on the implementation of Article 18 of the Consumer Protection Law in express delivery companies in Denpasar City is motivated by the gap between the nature of the standard clauses included in the legal agreement and the restrictions on their inclusion stipulated in Law No 8 of 1999 concerning Consumer Protection (from now on abbreviated as UUPK) Article 18.

The nature of a standard agreement that is freely made unilaterally by the entrepreneur based on their wishes, then offered to each consumer, is efficiency [1]. In the trade of goods or services, the entrepreneur has to sell goods or services quickly to many consumers simultaneously, so they will not have time to organise an agreement with clauses as desired by consumers one by one.

In terms of efficiency, trade does run very practically and quickly through standard agreements that business actors have prepared. However,

there are agreement clauses that are prohibited from being included. These prohibited clauses are called exoneration clauses, such as, for example, clauses that state the transfer of responsibility, state that they are not responsible, goods cannot be returned, and so on. It becomes urgent to be researched in the community because the entrepreneur makes this standard agreement unilaterally with the "take it or leave it" principle. On the other hand, the interests of consumers related to the goods or services offered by business actors also need to be protected. In society, entrepreneurs must want to seek maximum profit, but on the other hand, they must still pay attention to their obligations and responsibilities. Accepting a standard agreement by consumers does not mean that the contract can consistently be implemented by the wishes of the business actor [2]. For this reason, it is necessary to examine the implementation of the prohibition of in-

cluding exoneration clauses in standard agreements in the community.

Express delivery companies in Denpasar City are the focus of research because they are one of the businesses that trade in transportation services by applying standard agreements, organising express or speedy delivery of goods, small proof of delivery with small written clauses, understanding of entrepreneurs related to exoneration clauses associated with the desire to find a safe position, always win in the agreement, and government supervision that tends to be weak, indicating a violation of Article 18 of the UUPK.

The selection of only companies that organise express delivery makes this research rational and can be appropriately managed so that it can be completed on time. This research was carried out by a lecturer in transportation law and a lecturer in consumer protection law so that academically competent individuals contribute to resolving legal problems, especially related to implementing Article 18 of the UUPK.

The research on the Implementation of Article 18 of the Consumer Protection Law on Express Delivery Companies in Denpasar City focuses on two problem formulations as follows:

1. How is the implementation of Article 18 of the Consumer Protection Law on express delivery companies in Denpasar City?
2. How can public policy formulation be shaped by implementing Article 18 of the Consumer Protection Law on express delivery companies in Denpasar City?

Theoretical Basis

The Position of the Exoneration Clause in a Standard Agreement. An agreement is "a legal relationship between two people or parties based on which one party has the right to demand something from the other party, and the other party is obliged to fulfil the demand" [3]. According to [4], a standard agreement can be accepted based on the fiction of willingness and trust that the parties bind themselves to the deal. If the debtor receives the agreement document, he voluntarily agrees to the agreement's contents. Asser Rutten stated that every person who signs a contract is responsible for the contents and what they mark, so if someone signs a standard deal, it can be interpreted as knowing and agreeing to the agreement [5]. Hondius argues that definitive agree-

ments have binding force based on the prevailing customs in society and trade traffic [6].

An economic approach to the law can be applied by examining one of the conditions for the validity of an agreement according to Article 1320 of the Civil Code, which is the achievement of a contract. The deal begins with an offer and is accepted by acceptance, which ideally can give birth to a consensus agreement. However, in standard contracts, there is a "take it or leave it" principle that causes a disparity in bargaining positions, although, on the other hand, it is recognised as providing economic and practical value. In this case, the agreement is one of the essences of the contract's validity, which cannot be contested. This is where the economic approach to law lies in maintaining the existence of law as a tool that can retain/motivate efficiency. Here, the role and function of law must be accurate and not eliminated, namely by maintaining bargaining to create value, efficiency, and usability of contracts. A contract is said to have value if it can be enforced according to the law. It is efficient if the agreement can unite the equation of will and purpose through practical interpretation and is effective if it can function according to its purpose and designation [7].

The legal relationship of the agreement between the carrier and the consumer regarding the goods it sends is regulated in the eleventh section on public transportation companies' obligations, rights, and responsibilities, Law No 22 of 2009 concerning Road Traffic and Transportation, Articles 186-197. Meanwhile, the limitations of the exoneration clause are regulated in Law No 8 of 1999 concerning Consumer Protection, Article 18, which stipulates that:

- 1) Business actors, in offering goods and/or services intended for trade, are prohibited from making or including standard clauses in every document and/or agreement if they:
 - a) State the transfer of responsibility of the business actor;
 - b) State that business actors have the right to refuse the return of goods purchased by consumers;
 - c) State that business actors have the right to refuse the return of money paid for goods and/or services purchased by consumers;
 - d) State the granting of power from consumers to business actors, either directly or indirectly, to

take all unilateral actions related to goods purchased by consumers in instalments;

e) Regulate the matter of proof for the loss of usefulness of goods or utilisation of services purchased by consumers;

f) Give the right to business actors to reduce the benefits of services or reduce the assets of consumers who are the object of the sale and purchase of services;

g) State that consumers are subject to regulations in the form of new rules, additions, continuation, and/or further changes made unilaterally by business actors during the period when consumers utilise the services they buy;

h) State that consumers authorise business actors to encumber mortgage rights, liens, or security rights against goods purchased by consumers in instalments.

2) Business actors are prohibited from including standard clauses whose location or form is challenging to see, cannot be read clearly, or whose disclosure is difficult to understand.

3) Every standard clause stipulated by business actors in documents or agreements that fulfil the provisions referred to in §§ 1, 2 shall be declared null and void.

4) Business actors must adjust standard clauses contradicting this law."

The law is said to be social engineering/social control/as a tool [8] so that with Article 18 of the UUPK and the natural element/must be considered to exist, it can balance the position of consumers (fair) on the one hand and efficiency and benefits on the other hand can be realised.

METHODS

This research used empirical legal research to examine the discrepancy between legal regulations (Article 18 of the UUPK) and standard agreements in express delivery companies in Denpasar City [9]. The types of approaches used were the statutory approach and the factual approach. This research was descriptive and analytical. Both primary data and secondary data were utilised.

Primary data was obtained through interviews with express delivery companies in Denpasar City. On the other hand, secondary data was collected by gathering legal theories, philosophies,

and related laws and regulations. The data was processed qualitatively.

RESULTS AND DISCUSSION

Based on research conducted on eleven express delivery companies in Denpasar City, the following results were obtained:

Table 1 – Data analysis of the implementation of Article 18 of the UUPK in eleven express delivery companies in Denpasar City

Indicators of Article 18 of UUPK (Prohibited Clauses)	No of Business Actors Implementing	% of Sample Violations
Stating the transfer of responsibility of business actors to consumers or other parties (insurance)	10	90.91
Stating that the business actor has the right to refuse the return of money paid for services purchased by consumers	10	90.91
Stipulate the matter of proof for the loss of usefulness of goods or utilisation of services purchased by consumers	11	100
Stating that consumers are subject to regulations in the form of new rules, additions, continuation and/or further changes made unilaterally by business actors during the period when consumers utilise the services they buy	0	0
Business actors are prohibited	11	100

Indicators of Article 18 of UUPK (Prohibited Clauses)	No of Business Actors Implementing	% of Sample Violations
from including standard clauses whose location or shape is challenging to see, cannot be read clearly, or whose disclosure is difficult to understand.		

The assessment of the research results on implementing Article 18 of the Consumer Protection Law in express delivery companies in Denpasar City begins by examining the indicators used to test for gaps or discrepancies between regulations and their implementation. These indicators are as follows:

Stating the transfer of responsibility of business actors to consumers or other parties (insurance). Among the eleven express delivery companies studied, ten only take responsibility for damage or loss of goods by determining the maximum limit of liability, which is ten times the cost of transportation. Additionally, some companies limit the total compensation to a nominal amount ranging from one hundred thousand to one million. Moreover, these companies compensate for losses solely through insurance claims, even though insuring the shipment should be the responsibility of the express delivery company. This situation leads to a transfer of commitment from the delivery company to the sender/consumer, contrary to the provision in Article 189 of Law No 22 of 2009 concerning Road Traffic and Transportation, which mandates that "Public Transportation Companies shall insure their liability."

The transfer of responsibility of business actors to consumers or other parties (insurance) is influenced by the lack of legal awareness among express delivery companies. These companies prioritise profit over implementing regulations that could increase financing and potentially reduce profits. Such practices can be detrimental to consumers on a larger scale, necessitating a direct supervision system from the government, particularly from the Transportation Agency. The Transportation Agency, being responsible for overseeing transportation implementation,

should require express delivery companies to report on their transportation practices, including attaching standard clauses to the agency for analysis. This way, problematic common provisions can be monitored and prohibited from being enforced.

Stating that business actors can refuse to return money paid for consumer services. Two scenarios were observed in the practice of shipping goods regarding the return of money paid for services purchased by consumers:

- a) If the shipper cancels the agreement to transport the goods before the transportation process takes place;
- b) When the transportation company provides a money-back guarantee, and the goods still arrive at their destination, the consumer is entitled to a refund if a delivery delay exceeds the agreed time estimate.

Refunds paid by the sender as transportation costs incurred due to the cancellation of the agreement are only implemented by one express delivery company out of the eleven companies studied. This particular company provides a provision for returning only 90% of the total shipping costs paid, citing a company policy that sets the price of cancelling the agreement at 10% of the total transportation costs. Furthermore, the company refuses to refund packaging costs and sets a maximum cancellation time of three hours from the agreement. Additionally, only one of the eleven express delivery companies studied offers a money-back guarantee against late delivery. Still, this guarantee is provided only if the delay is proven to be the fault of the express delivery company. On the other hand, nine express delivery companies outrightly refuse to refund money in the event of cancellation by creating a clause prohibiting the cancellation of the agreed transportation agreement.

In principle, the agreement cannot be unilaterally cancelled by the sender/consumer. However, in the context of the regulation of Article 18 § 1 letter c of the Consumer Protection Law, this provision is intended to protect consumers from standard agreements set unilaterally by business actors. In practice, a legal agreement may be cancelled when the shipper carefully reads the provisions in the contract and does not agree to one or more of these provisions. However, this careful reading often does not happen at the time of the agreement, as the shipper generally only in-

quires about the price/cost of transportation and the estimated delivery time. It is only after agreeing to the service that the shipper is presented with a delivery slip to be signed, and it is at this point the shipper starts reading all the clauses and provisions of the standard agreement.

Article 18 § 1, letter c of the Consumer Protection Law can also be interpreted as protection for consumers who expect the promised delivery service. When the sender agrees to use the services of an express delivery company, the sender hopes that the standard clauses made by the express delivery company will be implemented as promised. Therefore, if there is a delay or the delivery does not align with the promise, there should be a guarantee for the expected service, such as the return of transportation costs. The warranty of goods or services traded is required under Article 7 letter e of the Consumer Protection Law.

The fact that nine express delivery companies refuse to refund the money paid for the services purchased by consumers indicates a lack of legal awareness related to consumer protection. These companies are unwilling to allow consumers to cancel the agreement or provide an equal position in standard contracts. Consequently, the delivery companies can always have the upper hand, while consumers are consistently disadvantaged since the legal deal is created unilaterally.

The Regulation of the Minister of Transportation of the Republic of Indonesia No PM 60 of 2019 concerning the Implementation of Freight Transport by Motorized Vehicles on the Road stipulates in Article 58 § 1 letter b: "refund all transportation costs that have been paid by the owner of the goods in the event of the cancellation of the delivery of goods." Therefore, the practice of returning only 90% of the sender/consumer's money, as conducted by one of the sample companies studied, also violates the provisions of the applicable laws and regulations.

Regulating the proof of the loss of usefulness of goods or utilisation of services purchased by consumers. All the express delivery companies in Denpasar City that were studied stated that they were not responsible for any changes or loss of the technical usefulness of the goods or any malfunctioning of the goods after they were purchased and delivered. For example, the companies refused to take responsibility if handphones, televisions, or laptops were damaged or malfunctioning after delivery.

They claimed that such damages could have occurred due to negligence in organising the delivery, hidden defects in the goods, or even deliberate intent of the seller to send goods of poor quality. To prove the loss of usefulness of goods purchased by consumers, all the companies required consumers to provide evidence in the form of photos of the goods before packing or pictures of the goods with poor packaging upon arrival. Additionally, they demanded photos or videos of the goods when they were undamaged and proof of shipping payment. Conversely, the express delivery companies would also try to prove they were not guilty or negligent in handling the goods.

This practice contradicts the principle of proof in transportation, as stated in Article 18 § 1 letter e of the Consumer Protection Law. The law prohibits express delivery companies from imposing standard clauses that shift the burden of proof to the consumer/sender to demonstrate negligence in the delivery organisation. The responsibility for the delivery organisation lies with the express delivery company, and the company must prove that the fault does not rest with them, not for the consumer/sender to prove it. This violation occurred because the eleven express delivery companies studied applied the principle of proof commonly used in civil procedure law, which dictates that whoever makes a claim bears the burden of proving the argument. However, the Consumer Protection Law does not apply this principle, as consumers may not have the means to prove negligence in organising delivery. Therefore, the law establishes the principle of reverse proof, in which the shipping company must prove their innocence. This principle is expressly regulated in Article 28 of the Consumer Protection Law: "Proof of the existence or absence of elements of fault in a compensation claim is the burden and responsibility of the business actor."

Declare that consumers are subject to regulations in the form of new rules, additions, continuations, and/or further changes made unilaterally by business actors when consumers utilise the services they buy. All the express delivery companies in Denpasar City that were studied declared that the company has the right to change the terms of service and delivery conditions at any time, including the cost and estimated time of delivery of goods. However, they claimed that such changes would be accompanied by socialisation on the official website and communicated in advance to consumers. They informed consumers that new

rates or terms and conditions would be applied, which might differ from the provisions contained in the existing standard agreement.

Business actors are prohibited from including standard clauses whose location or shape is challenging to see, cannot be read clearly, or whose disclosure is difficult to understand. The research on all express delivery companies in Denpasar City showed that they all included standard clauses in their agreements with relatively small letters and single spacing. Moreover, certain parts of these standard clauses were challenging to read or comprehend. This practice was explained as an effort to efficiently use paper and reduce the printing cost of legal agreements. However, despite the express delivery companies' willingness to address consumer inquiries and provide clear explanations, this approach still violates the provisions of Article 18 § 2 of the Consumer Protection Law.

The Consumer Protection Law focuses explicitly on regulating the prohibition of small forms of written transportation agreements to protect consumers, who in this context are shippers of goods, from the potentially unfavourable terms imposed by express delivery companies acting unilaterally. According to Article 5 Letter A of the Consumer Protection Law, the consumer must read and understand information instructions and procedures related to using or utilising goods and/or services for safety and security. This underscores the need for transparent and easily understandable agreements.

Including standard clauses with difficult-to-read locations or forms can discourage consumers/senders from thoroughly reading and understanding the agreements they are agreeing to. Although the research found that all the samples violated this rule, it does not render the regulation ineffective; instead, it emphasises the need to change the habits of these express delivery companies. In line with this, Roscoe Pound's theory of law as a means of reforming society suggests that regulation can function as a social engineering tool.

To ensure effective implementation of this regulation, a robust supervision system by the government, particularly the Directorate General of Land Transportation, is crucial. The Directorate General of Land Transportation should establish public policies or legal rules governing the supervision of standard agreements made by shipping companies in terms of substance and form.

Currently, the Regulation of the Minister of Transportation of the Republic of Indonesia No PM 60 of 2019 concerning the Implementation of Goods Transport by Motorized Vehicles on the Road (Permenhub No. 60 Th. 2019) addresses various aspects of goods transportation but has not specifically addressed the supervision of standard agreements made by shipping companies in terms of substance and form. Incorporating such regulations can further enhance consumer protection and ensure more transparent business practices in the express delivery industry.

In Chapter VII of Minister of Transportation Regulation No. 60 of 2019, which deals with the Management Information System for the Transport of Goods by Motorized Vehicles, Article 68 outlines the following provisions:

1. The Director General of Transportation shall organise the management information system for transporting goods by motor vehicle.
2. The information system, as mentioned in §1, involves the collection and processing of licensing data based on:
 - a) Reports from Public Transport Companies on the realisation of Freight Transport every month;
 - b) Results of control and supervision;
 - c) Results of performance assessment of Public Transport Companies.
3. The information system, specifically focusing on the reports from Public Transport Companies on the realisation of monthly Freight Transport (as stated in § 2, letter a), includes the following components:
 - a) Database of Motor Vehicles used for Freight Transport;
 - b) Information system for licensing of Goods Transportation;
 - c) Driver performance monitoring information system capable of recording vehicle speed and driver behaviour during vehicle operation;
 - d) Cargo documents for Goods Transportation;
 - e) Driver database;
 - f) Results of control and supervision;
 - g) Results of performance assessment and Safety Management System;
 - h) Registration and data collection of Goods Transportation by Vehicle.

4. The information system concerning the results of control and supervision (as described in § 2, letter b) comprises:

a) Violation reports from Officers at the Motorised Vehicle Weighing Implementation Unit; Investigators of Civil Servants in the field of Road Traffic and Transportation; Investigators of the Indonesian National Police; and The public.

b) The Directorate General organises the results of monitoring and evaluation.

5. The information system regarding the results of the performance assessment of Public Transportation Companies (as mentioned in § 2, letter c) consists of:

a) Effects of Safety Management System audits;

b) Results of monitoring and evaluation organised by the Directorate General.

These provisions lay the groundwork for an organised and comprehensive management information system, which plays a crucial role in collecting, processing, and evaluating data on transporting goods by motor vehicles. The system ensures effective control, supervision, and assessment, promoting safety and efficiency in transporting goods.

Article 1, § 21 of Minister of Transportation Regulation No. 60 of 2019 defines the Director General as the individual responsible for traffic and road transportation facilities and infrastructure, specifically within the Directorate General of Land Transportation.

According to Article 68, § 3, Letter d of the same regulation, freight transportation cargo documents are among the components that fall under the supervision of the Director General of Land Transportation. Further details about these documents are outlined in Article 52 of the Ministerial Regulation, which states the following:

1. Transportation of Goods by Public Motorized Vehicles must be equipped with documents.

2. The required documents, as mentioned in §1, include a Goods Load Letter; a Letter of agreement for transporting goods.

The letter of agreement for the transportation of goods, drafted with standard clauses by the shipping company, is considered a part of the documents subject to supervision by the Director General of Land Transportation. However, it is noteworthy that the regulations in Appendix II of Minister of Transportation Regulation No. 60 of

2019, which cover Minimum Service Standards for Special Goods Transport, only explicitly mention the "Goods Load Letter" as a mandatory document. Although this load letter serves as proof of transportation agreement and goods acceptance, it does not explicitly regulate the letter of understanding for the transportation of goods, which should be an integral part of the goods load letter, as stipulated in Article 52, § 2 of the regulation. As a result, it can be argued that the letter of agreement for the transportation of goods has not been formally recognised as an object of supervision.

Article 56 of Minister of Transportation Regulation No. 60 of 2019 does address the letter of agreement for the transportation of goods and outlines the following provisions:

1. The letter of agreement for the transportation of goods, as mentioned in Article 52, § 2, Letter b, should be prepared by the Public Transportation Company.

2. The letter of agreement for the transportation of goods, as described in § 1, may be in the form of legal proof of payment between the Public Transportation Company and the owner of the goods.

3. The letter of agreement for the transportation of goods, as stated in § 1, should contain at least the following information:

a) The rights and obligations of the Public Transportation Company and the owner of the goods;

b) The agreed tariff;

c) Type and quantity of goods;

d) Origin and destination of the goods;

e) Type and capacity of the vehicle;

f) Ownership of the goods; and

g) Indemnity to the goods owner and/or insurance premiums for the goods transported.

The existing regulation concerning the agreement for the transportation of goods addresses the substance that must be included or regulated in the contract. However, it has not specifically addressed the aspect of its location or form, which might be challenging to see, cannot be read clearly, or may be hard to understand, as stipulated in Article 18, §2 of the Consumer Protection Law. It is necessary to develop a public policy that includes an additional paragraph, namely §4, to be added to Article 56 of Minister of Transportation Regulation No. 60 of 2019.

Furthermore, another area for public policy enhancement involves additional provisions in Article 71, § 1 of Minister of Transportation Regulation No 56 of 2019, which states the following:

1. Drivers and/or Public Transportation Companies must comply with the provisions regarding:

- a) Loading procedures;
- b) Carrying capacity;
- c) Vehicle dimensions;
- d) Road class.

By adding the letter "e" to this article, the substance regarding the minimum standard of cargo transportation documents will be regulated in the sub-section, addressing its positioning or format, which must not be difficult to see or read clearly, or its disclosure should not be hard to understand. Additionally, another sub-section will regulate the substance of mandatory agreements, such as the arrangement in Article 56, § 3 of Transportation Ministry Regulation No. 60 of 2019. Consequently, the examination of cargo transportation documents stipulated in Article 72, point "d," will include the cargo manifest and the analysis of cargo transportation agreements, per the scope of documents in Article 52, § 2 of Transportation Ministry Regulation No 60 of 2019.

The final material in the public policy design related to this matter refers to the addition of Article 80, § 4, which will be inserted between points "g" and "h." Thus, this proposed public policy will become point "h," while the current content under point "h" will become the subsequent regulation under point "i," and so on until point "k." This public policy material regulates severe violations referred to in Article 80, § 1, point "c," which includes: "Failing to comply with the Minimum Standards of Cargo Transportation Documents that have been determined." This severe violation nullifies the standardised agreement made by shipping companies, as stipulated in Article 18, §3 of the Consumer Protection Law.

The research has yielded the following outputs in the formulation of public policies related to:

1. The addition of a supervision component in Appendix II of Minister of Transportation Regulation No. 60 of 2019 concerning Minimum Service Standards for Special Goods Transportation after point 14. The added part states that "a letter of

agreement for the transportation of goods that guarantees the validity of the transportation agreement as the basis for the delivery must be available and by the minimum standards for freight transportation documents that have been determined."

2. Addition of one paragraph, namely § 4, to Article 56 of Minister of Transportation Regulation No 60 of 2019. The added paragraph stipulates, "The letter of agreement for the transportation of goods as referred to in §1 is prohibited from being included in a location or form that is difficult to see or cannot be read clearly, or whose disclosure is difficult to understand." This regulation implements Article 18, §2 of the Consumer Protection Law in land transportation.

3. Addition of regulations to Article 71, § 1 of Minister of Transportation Regulation No. 56 of 2019, explicitly introducing letter "e" with the provisions: "minimum standards of freight transportation documents." As a result, the entire Article 71, §1 of Minister of Transportation Regulation No. 56 of 2019 will stipulate that "Drivers and/or Public Transportation Companies shall comply with the provisions regarding:

- a) loading procedures;
- b) carrying capacity;
- c) vehicle dimensions;
- d) road class;
- e) minimum standard of goods transportation documents."

4. Addition of Article 80, § 4 to Minister of Transportation Regulation No 56 of 2019, inserted between letters "g" and "h." This public policy material addresses serious violations, particularly those referred to in Article 80, § 1, letter "c," which includes: "Not complying with the provisions of the Minimum Standard of Goods Transportation Documents that have been determined." This severe violation results in the null and void of the standard agreement made by the shipping company, as stipulated in Article 18, § 3 of the Consumer Protection Law.

This draft public policy should be established without changing existing laws and regulations or introducing new ones. Doing so ensures efficiency in terms of time and costs required by the state in forming rules. The proposed public policy can be better understood through Table 2.

Table 2 – Proposed Public Policy

Proposed Rule Additions	Initial Determination	Added to be	Basis of Change
Annex II of Minister of Transportation Regulation No 60 of 2019 concerning Minimum Service Standards for Special Goods Transportation	Only regulates in point 14) regarding the letter of cargo does not yet regulate the letter of agreement for the transportation of goods.	Point 15): "A letter of agreement for the transportation of goods that guarantees the validity of the transportation agreement as the basis for organising shipments must be available and by the minimum standards for freight transportation documents that have been determined".	The components contained in Annex II are guidelines for supervisory officers in directly supervising transportation operations.
Article 56 of Minister of Transportation Regulation No 60 of 2019	Article 56 of Minister of Transportation Regulation No 60 of 2019 stipulates that: 1. The letter of agreement for the transportation of goods, as referred to in Article 52 §2 letter b, shall be made by the Public Transportation Company. 2. The letter of agreement for the transportation of goods, as referred to in § 1 may be in the form of legal proof of payment between the Public Transportation Company transporting the goods and the owner of the goods. 3. The letter of agreement for the transportation of goods, as referred to in § 1 shall at least contain the following: a) at the rights and obligations of the Public Transportation Company and the owner of the goods; b) the agreed tariff; c) the type and quantity of goods; d) origin and destination of the goods; e) type and capacity of the vehicle; f) ownership of the goods; g) indemnification of the owner of the goods and/or insurance premiums for the goods being transported.	§4 to be added to article 56 of Minister of Transportation Regulation No 60 of 2019, which stipulates that "The letter of agreement for the transportation of goods as referred to in § 1 is prohibited from being included in a location or form that is difficult to see or cannot be read clearly, or whose disclosure is difficult to understand."	As an implementing regulation of Article 18 § 2 of the Consumer Protection Law
Article 71 § 1 of Minister of Transportation Regulation No 56 of 2019	Article 71 (1): Drivers and/or Public Transportation Companies shall comply with the provisions regarding:	Added letter "e": minimum standards for freight transportation documents.	To be used as a guideline in supervision, one of the components must be directly supervised.

Proposed Rule Additions	Initial Determination	Added to be	Basis of Change
	a) loading procedures; b) carrying capacity; c) vehicle dimensions; d) road class.		
Article 80 § 4 of Minister of Transportation Regulation No 56 of 2019	4) Serious violations, as referred to in Article § 1 letter "c" include: a) transporting cargo with a Goods Car motor vehicle that exceeds the dimensions and carrying capacity of the vehicle; b) not implementing the Safety Management System; c) using multiple surveillance cards; d) operating a Goods Car vehicle for unique Goods Transportation beyond a predetermined track; e) failing to display the designated Goods Car vehicle sign; f) falsifying Goods Transportation documents; g) operating a Goods Car vehicle not equipped with Goods Transportation documents; h) operating a Goods Car vehicle whose license has expired; i) committing negligence in the operation of a Goods Car vehicle resulting in an accident that causes casualties; j) failing to pay administrative fines for moderate violations.	Add one provision between letters g and h: "Does not comply with the provisions of the Minimum Standard of Goods Transportation Documents that have been determined."	It is categorised as a severe violation because it results in the null and void of the standard agreement made by the shipping company, as stipulated in Article 18 § 3 of the Consumer Protection Law.

CONCLUSIONS

In conclusion, Article 18 of the Consumer Protection Law in express delivery companies in Denpasar City has not been fully implemented, particularly regarding the provisions of § 1 letters a, c, e, and § 2. This inadequate implementation can be attributed to the express delivery companies' emphasis on efficiency and profit-seeking rather than adhering to the provisions of Article 18 of the Consumer Protection Act. Additionally, the absence of monitoring through a letter of agreement for transporting goods has further contributed to the lack of enforcement.

As for formulating public policy related to the implementation of Article 18 of the Consumer Protection Law on express delivery companies in Denpasar City, it is suggested to incorporate a letter of agreement for the transportation of goods as an essential component of the Transportation Document element.

In light of these findings, specific suggestions are put forward. Firstly, law enforcement should adopt a comprehensive approach, ensuring all aspects regulated in the legislation are covered. The formation of regulations under the Act

should be mandated to regulate its technical implementation effectively.

Furthermore, formulating public policies concerning the implementation of Article 18 of the Consumer Protection Law on express delivery companies in Denpasar City should encompass all relevant aspects of its regulation. This necessi-

tates the inclusion of additional provisions in Appendix II of Minister of Transportation Regulation No 60 of 2019, explicitly addressing Minimum Service Standards for Special Goods Transport, Article 56, Article 71 § 1, and Article 80 § 4 of Minister of Transportation Regulation No 60 of 2019.

REFERENCES

1. Suharnoko, S. H. (2015). *Hukum Perjanjian Teori dan Analisis Kasus* [Treaty Law Theory and Case Analysis]. Jakarta: Prenada Media (in Indonesian).
2. Hutabarat, D. T. H., Salam, A., Zuwandana, A., Al Azmi, C., Wijaya, C. R., Darnita, Tania, I., Lubis, L. K. A., Sitorus, M. A. P., Adawiyah, R., & Sinaga, R. (2022). Analysis Of The Implementation Of Law In Every Level Of Society In Indonesia. *Policy, Law, Notary And Regulatory Issues (Polri)*, 1(2), 9–14. doi: [10.55047/polri.v1i2.80](https://doi.org/10.55047/polri.v1i2.80)
3. Subekti, R. (2010). *Hukum Perjanjian* [Treaty Law]. Jakarta: Intermasa (in Indonesian).
4. Stein, A. A. (1990). *Why nations cooperate: Circumstance and choice in international relations*. Los Angeles: Cornell University Press.
5. Iskandar, M. R. (2017). [Pengaturan Klausula Baku dalam Undang-Undang Perlindungan Konsumen dan Hukum Perjanjian Syariah](#) [The Regulation of Standard Clauses in the Consumer Protection Law and Sharia Agreement Law]. *Amwaluna: Jurnal Ekonomi Dan Keuangan Syariah*, 1(2), 200–216 (in Indonesian).
6. Rahmatullah, I. (2018). Human Rights Due Diligence toward the Corporation of Fishery Sector in Indonesia. *Proceedings of 1st International Conference of Law and Justice - Good Governance and Human Rights in Muslim Countries: Experiences and Challenges (ICLJ 2017)*. doi: [10.2991/iclj-17.2018.14](https://doi.org/10.2991/iclj-17.2018.14)
7. Sugianto, F. (2013). *Economic Analysis of Law: Seri Analisis Ke-ekonomian tentang Hukum* [Economic Analysis of Law: Economic Analysis of Law Series]. Jakarta: Prenada Media Group (in Indonesian).
8. Pound, R., & DeRosa, M. L. (2017). *An Introduction to the Philosophy of Law*. doi: [10.4324/9781351288880](https://doi.org/10.4324/9781351288880)
9. Moleong, L. J. (2018). *Metodologi Penelitian Kualitatif* [Qualitative Research Methodology]. Bandung: Remaja Rosdakarya (in Indonesian).