

Juridical Review Of Standard Agreements In The Framework Of Consumer Protection

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Abstrak: *Exonerating clauses have been widely used in agreements due to their time and cost efficiency. However, as the use of these clauses has expanded, there have been instances of non-compliance with certain requirements, which have subsequently caused disadvantages to certain parties. Exonerating clauses are often employed in freight forwarding service agreements by companies to limit their legal liability in the event of loss or damage to a consumer's goods. From the perspective of consumer protection, the use of exonerating clauses can create an imbalance in rights and obligations between service providers and consumers. According to Law No. 8 of 1999 on Consumer Protection, consumers have the right to safety, comfort, and security in the consumption of goods and services. However, exonerating clauses can undermine or limit these rights, potentially causing harm to consumers. This paper will discuss the use of exonerating clauses in freight forwarding service agreements from the perspective of consumer protection based on the Consumer Protection Act. It will focus on how these clauses can be used unfairly by companies to avoid liability and how the law should protect consumers from such detrimental practices. This analysis is crucial to ensuring that the use of exonerating clauses does not conflict with the fundamental principles of consumer protection established by law.*

Keywords : *Contract Standard, Consumer Protection, The exoneration clause*

INTRODUCTION

In the business world, in addition to the types of agreements regulated in the Civil Code, there are also other types of agreements called standard agreements or standard agreements that have not or are not regulated in the Civil Code. For reasons of efficiency, this standard agreement grows in business practice in the community.

The background of the emergence of standard agreements is due to socio-economic conditions. Large companies and government companies cooperate in an organization and for their benefit, the terms are determined unilaterally. The opposing party generally has a weak position both because of its position and because of its ignorance, they only accept what is offered and if the debtor agrees to one of the conditions, the debtor may only accept or not accept it at all, the possibility of making changes is completely absent.¹

In Law No. 8 of 1999 concerning Consumer Protection, standard clauses are known as standard clauses, which are any rules and conditions that have been prepared and determined in advance unilaterally by business actors as stated in a document and/or agreement that is binding and must be

¹ Salim H.S, *Perkembangan Hukum Kontrak di Luar KUH Perdata*, (Jakarta: Raja Grafindo Persada, Jakarta, 2006, hlm. 146.



fulfilled by consumers.²

For efficient and practical reasons, standard agreements (*sandart contracts*) are often the choice for business actors, especially in today's digital era. The existence of the principle of freedom of contract provides space for the parties to determine what matters are stated / made in an agreement. This means that the principle provides opportunities for the parties to determine the contents of the agreement, which of course is on the grounds that the parties are considered to have equal and balanced positions.

But in reality, it is not uncommon for the position of the parties in an agreement to be unbalanced. The reason? Because in a standard agreement, the contents of the agreement are only determined by one party (business actors) and without involving other parties (consumers), the terms of the agreement are made without going through a negotiation process (bargaining). And, this is very vulnerable to the imbalance of the position of the parties bound by an agreement.

Moreover, in standard agreements, exoneration clauses (clauses that transfer/limit the responsibility of the party that determines the contents of the agreement, namely the business actor) are often inserted. The inclusion of an exculpatory clause containing the transfer of responsibility is possible due to the principle of freedom of contract (the principle is summarized in Article 1338 of the Civil Code), which gives the parties the freedom to determine whatever they agree on, and can even deviate from the provisions of the Law which are complementary in nature.

According to Rikjen, an exoneration clause (clause) is a clause contained in an agreement, in which one party avoids fulfilling the obligation to pay compensation in its entirety or limited which occurs due to breach of promise or unlawful acts³. One party prepares standardized requirements in a format that has been printed in the form of a form which is then given to the other party to be approved (signed), then this agreement is called a standard agreement⁴. However, the inclusion of exoneration clauses that burden consumers can be said to be a restriction on the principle of freedom of contract, because this freedom is only controlled by one party whose position is relatively stronger so that the clauses in the standard agreement are only determined by the business actors without involving the consumers, thus allowing business actors to freely abuse this situation. Namely, the freedom to make or not to make an agreement; the freedom to choose which party wants to make an agreement:

Freedom to determine or choose the causa of the agreement to be made;

- a. Liberalization to determine the object of the agreement;
- b. Liberalization to determine the form of the agreement;
- c. Liberalization to accept or deviate from the provisions of the law which are complementary (*aanvullend recht*).

If we look at the type of freedom contained in the principle of freedom of contract, it seems that the freedom of contract in the standard agreement is only dominated by one party, namely the business actor who offers the standard agreement. Meanwhile, the party presented with the agreement, namely the consumer, only has freedom in terms of: freedom to make or not make an agreement, freedom to choose which party wants to make an agreement.

² UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen, Pasal 1 angka 10.

³ N.H.T. Siahaan, , *Hukum Konsumen Perlindungan Konsumen dan Tanggung Jawab Produk*, Panta Rei, Jakarta, 2005, hlm.107.

⁴ Mariam Darus Badruzaman, 1994, *Aneka Hukum Bisnis*, Alumni, Bandung, hlm.47

And, please note that both are not essential because whether he will make an agreement or not depends on whether he really needs the agreement or not. Meanwhile, the other freedom is only owned by the business actor who determines the terms of the standard agreement.

In its development, the principle of freedom of contract does experience restrictions, the factors that affect restrictions on the principle of freedom of contract are:

1. The increasing influence of the doctrine of good faith, where good faith does not only exist at the time of contract execution, but must also exist at the time of contract formation;
2. The development of the doctrine of abuse of circumstances (*Misbruik van Omstandigheden*).

Meanwhile, when viewed from the perspective of Law Number 8 of 1999 concerning Consumer Protection, standard agreements containing exculpatory clauses (transfer of responsibility) are very detrimental to consumers and violate the Consumer Protection Law.

According to Article 1 number 1 of the Consumer Protection Law, what is meant by consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. Meanwhile, consumers based on Article 1 point 2 of the Consumer Protection Law are: "Every person who uses goods and / or services available in the community, both for the benefit of themselves, families, other people and other living things and not for trade".

The formulation of the problem in the research is: "How is consumer protection against standard agreements containing exoneration clauses?"

METHOD

This research uses a normative juridical method which is descriptive in nature, namely describing systematically and thoroughly the object under study. This research is also conducted and aimed at written regulations and other materials, as well as examining laws and regulations related to the writing of this research. While the nature of this research is descriptive, namely the type of research to provide data that is as accurate as possible about a symptom or phenomenon, so that it can help in strengthening existing theories or trying to formulate new theories.

The legal material used is secondary data consisting of primary legal material, which is Law No. 8 of 1999 concerning Consumer Protection, and the Civil Code, secondary legal material, which consists of literature related to the problem under study, as well as tertiary legal material consisting of the Indonesian Dictionary and Legal Dictionary. This kind of research is commonly referred to as a literature study. The legal materials obtained are analyzed qualitatively normative and explained deductively.

RESULTS AND DISCUSSION

1. Definition Of Agreement

The definition of an agreement is regulated in Article 1313 of the Civil Code. Article 1313 of the Civil Code formulates an agreement as an act by which one or more persons bind themselves to one or more other persons. The definition of agreement formulated in Article 1313 of the Civil Code is considered incomplete and has weaknesses. These weaknesses are as follows

- a. Concerns only one part.
- b. The word *acr* includes also without
- c. The definition of agreement is too board.
- d. Without mentioning the purpose

Therefore, there are several definitions of the agreement itself, among others:

- a. According to Subekti, an agreement is an event where one person promises to another, or where the two people promise each other to carry out something.⁵
- b. According to Tirtodiningrat, an agreement is a legal act based on an agreement between two or more people to cause legal consequences that can be enforced by law.⁶
- c. According to Setiawan in the book Principles of Bond Law, an agreement is a legal agreement in which one or more people bind themselves or bind each other to one or more people.⁷

The agreement in its history begins with an agreement made orally, where once an agreement is reached between the parties, an agreement is born and gives rise to an obligation, namely the rights and obligations between the parties. This agreement made orally is based on the principle of consensuality which states that an agreement is born from the moment an agreement is reached, so as long as an agreement is reached between the parties, from that moment an agreement is born.

In further development, agreements are not only made orally, but have begun to be made in writing, where before the parties put the agreement in writing, the parties first negotiate what matters they will pour into the agreement, in reaching an agreement the parties negotiate (bargain) until an agreement is reached, and the things they agree on are then poured into the form of a written agreement.

2. Standard Agreement

Standard agreements in practice are known by various names for this type of agreement / contract, for example in France a *contract d'adhesion* is used. Standard agreements are interpreted from the term known in Dutch *standard contract* or *standard voorwaarden*. German literature uses the term *Allgemeine Geschäfts Bedingun* or *standard vertrag*. English law mentions *standard contract*, while Mariam Darus Badruzaman translates it with the term standard agreement.⁸

One form of written agreement is the existence of a standard agreement, which is an agreement that has been made in a standard form, and has been prepared in the form of a form. The rise of standard agreements is a development needed in an economic world that wants fast-paced and practical, but because the terms in a standard agreement are determined by one party without being preceded by a negotiation process (bargaining) with the other party, it is feared that the party that determines the terms of the agreement will include a liability transfer clause (exoneration clause). Sutan Remy Sjahdeini defines a standard agreement as an agreement in which almost all of the clauses have been

⁵ R. Subekti, *Hukum Perjanjian*, (Jakarta: Intermasa, 2009), hlm. 84

⁶ Agus Yudha Hernoko, *Hukum Perjanjian Asas Proporsionalitas dalam Kontrak Komersial*, Yogyakarta, LaksBang Mediatama, 2008, hlm. 43

⁷ R. Setiawan, *Pokok-pokok Hukum Perikatan*, (Bandung: PT Bima Cipta, 2008), hlm. 14

⁸ Salim H.S, *Perkembangan Hukum Kontrak di Luar KUH Perdata*, (Jakarta: Raja Grafindo Persada, 2006), h. 146.

standardized by the user and the other party basically has no opportunity to negotiate or request changes.⁹

The Consumer Protection Law uses the term “standard clauses are any rules or provisions and conditions that have been prepared and determined in advance unilaterally by business actors as stated in a document and/or agreement that is binding and must be fulfilled by consumers”.

Apart from several opinions and criticisms about standard agreements, in the current era of globalization, the presence of standard agreements is inevitable. For reasons of practicality and efficiency in terms of time, cost and energy, the standard agreement is a model agreement which is a form of individual freedom (business actors) in expressing their will in an agreement.

One form of protection from the government against weak parties is the enactment of Law Number 8 Year 1999 on Consumer Protection (UUPK). In the provisions of Article 18, it has determined various prohibitions in making or including standard clauses in every document and/or agreement as listed below:

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:

- a. State the transfer of responsibility of the business actor;
- b. States that business actors have the right to refuse the return of goods purchased by consumers;
- c. 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 installments;
- d. states that business actors have the right to refuse the return of money paid for goods and/or services purchased by consumers;
- e. regulate the matter of proof for the loss of usefulness of goods or utilization of services purchased by consumers;
- f. giving the right to business actors to reduce the benefits of services or reduce the consumer's property which is the object of 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 utilize the services they buy;
- h. state that the consumer authorizes the business actor to impose a mortgage, lien, or security right on the goods purchased by the consumer in installments.

(2). Business actors are prohibited from including standard clauses whose location or form is difficult to see.

The standard agreement is an agreement in which almost all clauses are standardized by the user and the other party basically has no opportunity to negotiate or request changes. As for what has not been standardized are several other things that are very specific in nature of the object being agreed upon. Thus, a standard agreement (standard) is an agreement that is applied unilaterally by the producer/business actor which contains provisions that are generally applicable (mass) so that the consumer only has 2 choices, namely:¹⁰

- a. If the consumer needs the goods and/or services offered, he/she agrees to the

⁹ Sutan Remy Sjahdeini, *Kebebasan Berkontrak dan Perlindungan yang Seimbang Bagi Para Pihak Dalam Perjanjian Kredit Bank Di Indonesia*, Institut Bank Indonesia, Jakarta, 1993, hlm.66.

¹⁰ Nasution Az, *Konsumen dan Hukum*, (Jakarta: Pustaka Sinar Harapan, 1995), hlm. 97

agreement with the standard terms determined by the business actor (take it)

- b. If the consumer does not agree to the standard terms offered by the business actor, then do not make an agreement with the business actor concerned (leave it).

Sluijter said that the standard clause is not an agreement, because the position of the entrepreneur in the agreement is like a private lawmaker (*legio particuliere wetgever*). The conditions specified by the entrepreneur in the clause are laws, not agreements.¹¹

In accordance with the development of community needs, standard agreements have the characteristics of standard agreements following and adjusting to the development of community demands. Abdulkadir Muhammad mentions the characteristics of the standard agreement as follows:¹⁵

- 1) Written form of agreement
- 2) Standardized agreement format

The standard agreement is an agreement in which almost all clauses are standardized by the user and the other party basically has no opportunity to negotiate or request changes. As for what has not been standardized are several other things that are very specific in nature of the object being agreed upon. Thus, a standard agreement (standard) is an agreement that is applied unilaterally by the producer/business actor which contains provisions that are generally applicable (mass) so that the consumer only has 2 choices, namely:¹³

- a. If consumers need the goods and/or services products and/or services offered, then agree to the agreement with the standard terms that have been.
- b. If the consumer does not agree to the standard terms offered by the business actor, then do not make an agreement with the business actor concerned (leave it).

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Or cannot be read clearly, or whose expression is difficult to understand.

1. Every standard clause stipulated by business actors in documents or agreements that fulfill the provisions as referred to in paragraphs (1) and (2) shall be declared null and void.
2. Business actors are obliged to adjust standard clauses that contradict this Law.

In view of the above provisions, the validity of a standard agreement that includes a clause transferring the responsibility of the business actor (known as an exoneration clause) results in the clause being declared null and void.

An act is declared null and void, because its nullity is based on the law. Null and void results in the legal action concerned by the law being deemed never to have existed. One of the cases regarding standard clauses containing exoneration clauses that occurred in Indonesia is the consumer financing agreement of PT Toyota Astra Financial Services, where the debtor H.M. Soleh and the creditor PT Toyota Astra Financial Services. The case briefly shows how the standard clause included in the PT Toyota Astra Financial Services consumer financing agreement was deemed

¹¹ Zulham, *Hukum Perlindungan Konsumen*, (Jakarta: Kencana, 2013), h. 76

null and void by the court in the South Jakarta District Court Decision Number 338/Pdt.G/2016/PN.Jkt.Sel because it was not in accordance with the laws and regulations.

Another example is the case of the parking dispute between Natar Anny R. Gultom and Huntas Tambunan against PT Securindo Packatama Indonesia, where both of them lost their cars in the parking lot of Plaza Cempaka Mas in 2000. By the Panel of Judges in District Court Decision No. 551/PDT : 551/PDT.G/2000/PN.JKT.PST. the exoneration clause made by the parking manager, PT Securita Packtama, was considered null and void.

The clause or provision stated in the parking ticket and on the board in front of the entrance to the parking area which reads: “ *The management party (parking) is not responsible for any loss, damage, accident to the vehicle or loss of goods contained in the vehicle and or that befalls people who use the parking area of the management party (parking)*” is considered contrary to the Law.

Although Article 18 of the Consumer Protection Law states that the consequences of a standard agreement that violates these provisions are null and void, but the cancellation must be requested to the judge (Court), as specified in Article 1266 BW, the third part states that “In such cases the agreement is not null and void, but the cancellation must be requested to the judge”.

So canceling the clause in a standard agreement that contains an exoneration clause requires awareness from consumers who feel aggrieved to file a lawsuit for cancellation, even though we know that consumer awareness of their rights in our country is still low, for this reason a very dominant role of the government is needed in order to protect consumers.

The role of the government in this case is needed in monitoring the inclusion of standard clauses, in Article 52 letter (c) of the GCPL, the government gives duties and authority to the Consumer Dispute Resolution Agency (BPSK) to supervise the inclusion of standard clauses. The characteristics of a standard agreement:

1. The form of the agreement is in writing;;
2. The format of the agreement as been standardized;
3. The terms of the agreement are determined by the employer;
4. Consumers only have two choices, namely accepting or rejecting;
5. Dispute resolution through deliberation / court;
6. Standard agreements favor entrepreneurs¹²

Promises that are urged by necessity, so that the nature that denies the relationship of equality (the existence of imbalance) like this is detrimental to the weak party because it is in a position that has no opportunity to negotiate and has no opportunity to bargain for changes to the terms of the agreement that is presented, so that there is no other alternative but to accept the terms outlined in the standard agreement.

Standard agreements designed unilaterally by business actors will certainly benefit business actors, at least in terms of:

1. Cost, time, and labor efficiency;
2. Practical because it is already available in a printed script in the form of a form or blank that is ready to be filled in and signed;
3. Fast agreement completion, because consumers can only agree and or sign the agreement

¹² Abdul Kadir Muhammad, *Perjanjian Baku Dalam Praktet Perusahaan Perdagangan*, PT.Citra Bakti, Bandung. 1992, hlm.7-8.

presented to them;

4. Homogeneity of agreements made in large.¹³

According to Moch.Isnaeni, in a standard agreement intentionally and openly the party who has a higher bargaining position utilizes a very precise momentum against the opposing party regarding the conditions that have been determined.¹⁴

Standard agreements are always prepared by the creditor unilaterally in the contract. The contract usually contains conditions that limit the deductor's obligations. These conditions are called exoneration clauses or *exemption clauses*. This condition is very detrimental to the debtor, but the debtor cannot dispute the condition, because the contract only provides 2 (two) alternatives, namely acceptance or rejection by the debtor (*takeit or leaveit*). Given that the debtor really needs the contract, the debtor is forced to sign it. This kind of standard contract in the literature is known as a forced agreement (*dwang contract*).

As an agreement, for the validity of a standard agreement, it must fulfill the conditions for the validity of the agreement as stipulated in the provisions of Article 1320 of the Civil Code, namely:

- (1) Agreement of those who bind themselves;
- (2) Capacity to make an agreement;
- (3) A certain thing;
- (4) Kausa (a cause) that is halal (permissible).

Agreement (*toestemming*) is a meeting of two wills that complement each other by being stated, or it can be said that agreement is the meeting of offer and acceptance. As for the case of coercion, the will and the statement are indeed the same and therefore an agreement is born, it's just that the will is not pure, namely the will is shaped due to fear. Meanwhile, fraud is an attempt made intentionally with deception (a series of lies), to cause misunderstanding to the other party in order to give his consent.

Abuse of circumstances is not known in the Civil Code, but in its development, abuse of circumstances is used as a form of defect of will based on the Decision of the Supreme Court of the Republic of Indonesia Number 1904K/Sip/1982 dated January 28, 1984 and the Decision of the Supreme Court of the Republic of Indonesia Number 3431K/Pdt/1985 dated March 4, 1987.

For the birth of a valid agreement, the statement of will must be a free statement of will, without coercion, misdirection, fraud and abuse of circumstances, or what is often known as a defect of will.

The factors that characterize the abuse of circumstances are that at the time of closing the agreement one of the parties is in a tight situation, which is caused by: the picture in his mind is not the same as the reality, namely, among others:

- a. The existence of pressing economic circumstances such as urgent financial difficulties;
- b. The existence of a superior-subordinate relationship;
- c. Economic advantage to one of the parties;
- d. The existence of unfavorable circumstances, such as a patient who needs the help of an expert doctor;
- e. The agreement contains an unequal relationship in the reciprocal obligations between the parties (unbalanced performance), such as *exempting* the employer from bearing the risk and shifting it to the responsibility of the worker (*exoneration clause*);
- f. The existence of a very large loss for one of the parties.

Broadly speaking, abuse of circumstances is divided into two groups, namely abuse due to

¹³ Ibid, hlm.7-8.

¹⁴ Moch.Isnaeni, *Perkembangan Hukum Perdatadi Indonesia*, LaksbangGrafika, Yogyakarta, 2013, hlm. 18-19.

economic superiority (*economis cheoverwicht*) of one party against the other party, and abuse of circumstances due to psychological superiority (*geestelijke ocerwicht*) of one party against the other party.

Abuse due to economic advantage must fulfill the following main conditions (1). One party to the agreement is economically superior to the other party, (2). The other party is pressured to enter into the agreement in question.

In a standard agreement, the terms of the agreement which constitute a statement of will are determined unilaterally by the business actor or business organization, because the terms of the agreement are determined and monopolized by the business actor, its nature tends to benefit the business actor more than the consumer.

CONCLUSIONS

The existence of a standard agreement is something that does not need to be debated anymore, but the problem is the existence of a standard agreement containing a transfer of responsibility clause (exoneration clause), where the pouring of the terms of the agreement by business actors often has a detrimental impact on consumers.

When viewed from the legal requirements of an agreement, a standard agreement containing a clause transferring the responsibility of the business actor (exoneration clause) occurs due to an abuse of circumstances resulting in a defect of will. An agreement containing a defect of will means that it does not fulfill the requirement of "agreement of the parties in making an agreement", which is included in the subjective requirements. Agreements that do not meet the subjective requirements can be canceled.

The government through Law Number 8 of 1999 concerning Consumer Protection seeks to provide protection to consumers in terms of the inclusion of standard clauses, namely in Article 18 it is stated that business actors are prohibited from including standard clauses containing the transfer of responsibility (exoneration clause), and violation of this provision determines the clause is null and void, but even though it results in null and void, it is still necessary for consumers to have the awareness and courage to file a lawsuit for cancellation.

ACKNOWLEDGMENTS

Exconeration clauses are detrimental to consumers and violate the principle of good faith of an agreement.

REFERENCES

- Abdulkadir Muhammad, 1992. *Perjanjian Baku dalam Praktek Perusahaan Perdagangan*, PT.CitraAditya Bakti, Bandung, 1992.
- AgusYudhaHernoko, *Hukum Perjanjian, Asas Proporsionalitas Dalam Kontrak Komersial*, Laksbang Mediatama Yogyakarta, 2008.
- Ahmadi Miru dan Sutarman Yodo, *Hukum Perlindungan Konsumen*, PT. RajaGrafindo Persada Jakarta, 2004.
- Ahmadi.Miru, 2007. *Hukum Kontrak, Perancangan Kontrak*. PT.Raja Grafindo Perkasa, Jakarta, 2007.
- David M.L.Tobing, *Parkir + Perlindungan Hukum Konsumen*, PT.Timpani Agung, Jakarta, 2007.
- R.Setiawan, *Pokok-Poko k Hukum Perikatan*, Bina Cipta, Bandung, 1977.
- Nasution Az, *Konsumen dan Hukum*, Jakarta, Pustaka Sinar Harapan, 1995.
- N.H.T. Siahaan, , *Hukum Konsumen Perlindungan Konsumen dan Tanggung Jawab Produk*, Panta Rei, Jakarta, 2005
- Mariam Darus Badruzaman, 1994, *Aneka Hukum Bisnis*, Bandung, Alumni, 1994.

Moch.Isnaeni, *Perkembangan Hukum Perdatada Indonesia, Yogyakarta Laksbang Grafika*, 2013.

Nasution Az, *Konsumen dan Hukum*, Jakarta, Pustaka Sinar Harapan, 1995.

Sudikno Mertokusumo, *Syarat- Syarat Baku Dalam Hukum Kontrak. Makalah dalam Penataran (Baru) Untuk Pembatalan Perjanjian*,Liberty, Yogyakarta.1995

J.Satrio, *HukumPerikatan, Perikatan yang Lahir dari PerjanjianBukuI*,PT.CitraAdityaBakti, Bandung, 1995.

Sutan Remy Sjahdeini, *Kebebasan BerkontrakdanPerlindunganyang SeibangBagiPara Pihak Dalam Perjanjian Kredit Bank Di Indonesia, Intitut Bank Indonesia, Jakarta*,1993.

Salim H.S, *Perkembangan Hukum Kontrak di Luar KUH Perdata*, (Jakarta: Raja Grafindo Persada, Jakarta, 2006,

Zulham, *Hukum Perlindungan Konsumen*, Jakarta: Kencana, 2013.