

LEGAL PROTECTION FOR PARKING SERVICE USERS AGAINST THE APPLICATION OF EXONERATION CLAUSES IN STANDARD AGREEMENTS CONTAINED IN PARKING TICKETS

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ARTICLE HISTORY

Received : 17-10-2025

Revised : 25-10-2025

Accepted : 18-11-2025

KEYWORDS

Exoneration Clauses,
Consumer Protection,
Standard Agreements,
Parking Services,
Principle of Freedom of
Contract

ABSTRACT

This research delves into the asymmetry of rights and obligations between parking operators and consumers arising from the inclusion of exoneration clauses that absolve operators from accountability for vehicle loss or damage. The primary objective of this inquiry is to scrutinize the legitimacy of such clauses through the lens of the principle of contractual autonomy and the Consumer Protection Act, as well as to elucidate their implications for the legal standing of individuals utilizing parking facilities. This research uses a normative legal method and considers both statutory and conceptual approaches to investigate key legal documents such as the Civil Code and Law No. 8 of 1999 regarding Consumer Protection. The findings reveal that exoneration clauses inscribed on parking tickets lack juridical justification, as they contravene Article 18 of the Consumer Protection Law and engender an inequitable contractual relationship between the parties. These clauses weaken the consumer's position by eliminating the right to compensation and contradict the principle of the deposit agreement, which requires operators to maintain the security of consumers' vehicles.

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INTRODUCTIONS

In today's modern era, the need for parking facilities is increasing in line with the growth in the number of motor vehicles. This has led to the development of the parking service industry, which is managed not only by local governments but also by private parties. The agreement between those providing parking services and those using them is defined through the issuance of parking tickets, serving as evidence of payment (Marsca & Humaira, 2022). In practical application, contractual arrangements between enterprises and consumers frequently incorporate standardized provisions, predetermined terms and conditions unilaterally devised by the business entity and embodied

within a written instrument, which subsequently bind the consumer without the opportunity for prior negotiation or mutual deliberation. An interesting phenomenon to examine is the existence of exonerating clauses that are almost always included in parking tickets. Exonerating clauses are provisions that exclude or limit the liability of parking service providers for losses that may be experienced by service users, such as loss of vehicles, damage to vehicles, or loss of items inside vehicles. This clause generally reads ‘the parking manager is not responsible for any damage or loss’ or a similar phrase that exempts the parking manager from the obligation to compensate.

The incorporation of exoneration clauses in parking tickets engenders complex legal issues, as these clauses originate from the principle of contractual freedom. The latitude granted to parties in drafting contractual provisions frequently gives rise to disproportionate allocations of rights and duties. Pursuant to Article 1338 of the Civil Code, the doctrine of freedom of contract entitles parties to determine their contractual terms, including those that may restrict or eliminate liability. Nevertheless, such autonomy is curtailed by Law No. 8 of 1999 on Consumer Protection, which under Article 18 paragraph (1) letter a explicitly forbids standard terms that exempt business actors from accountability to consumers (Putri, 2020). The issue becomes even more complex when considering the specific nature of parking agreements. A parking agreement is not merely a lease agreement, but also contains elements of safekeeping because the parking service provider has an obligation to ensure the safety of parked vehicles. In the context of safekeeping, the recipient of the deposit has a legal responsibility to safeguard the deposited goods, so clauses that exclude such responsibility may potentially conflict with the principles of contract law.

Standard agreements that have developed in contractual relationships in society have several characteristics, including: First, they are in written form; Second, their format is standardised and printed so that they cannot be changed by other parties; Third, their terms and conditions are determined unilaterally by the business operator; Fourth, consumers can only accept or reject them; Fifth, their content is always beneficial to business operators. The impact of exonerating clauses on the position of consumers also warrants serious attention. Consumers often find themselves at a disadvantage in contractual negotiations due to their weaker position compared to the other party involved in the agreement. The contents of such agreements are typically dictated unilaterally by the business operator, leaving consumers with no meaningful opportunity to negotiate or modify any provisions. Consequently, consumers are faced with only two rigid alternatives, to accept or reject (take it or leave it), the agreement as presented, thereby reinforcing their subordinate position within the contractual framework (Miru & Yodo, 2015).

This research will explore the legal effectiveness of exemption clauses in parking tickets by considering both the concept of contractual freedom and Consumer Protection Law. Additionally, it will assess how these clauses impact the legal rights of consumers who use parking services. Furthermore, this research seeks to make a substantive contribution to the development of legal scholarship, particularly within the realms of contract law and consumer protection law, and to propose policy recommendations directed toward achieving an equitable balance between the interests of service providers and consumers in the management and administration of parking services. The study seeks to examine the legal validity of exonerating clauses contained in parking tickets in relation to the principle of freedom of contract and the statutory limitations established under the Consumer Protection Act. It also aims to analyze how the inclusion and enforcement of such clauses affect the legal standing and protection of consumers who utilize parking services.

METHODS

The research employs a normative juridical method, which centers on the study of positive legal norms, including statutory provisions and other regulatory instruments, to analyze, interpret, and elucidate existing legal rules, explore their interrelationships, and derive underlying legal principles capable of addressing identified legal issues. The conceptual approach, on the other hand, is employed to analyze the underlying legal doctrines, principles, and theories that inform the validity and enforceability of exoneration clauses within contractual relationships. Through

this approach, the study examines fundamental legal concepts such as the principle of contractual freedom, the doctrine of fairness, and the protection of the weaker party in contractual engagements. By integrating these three approaches, the research endeavors to provide a comprehensive juridical analysis of exoneration clauses in parking service agreements, thereby offering both theoretical and practical insights into their alignment with the objectives of consumer protection law. The conceptual approach draws upon legal doctrines and theoretical constructs related to the validity of exoneration clauses, the status of consumers in adhesion contracts, and fundamental principles of consumer protection such as the principle of benefit, justice, balance, safety and security, and legal certainty.

The collection of legal materials is conducted through a literature study, which involves the systematic review and analysis of legal documents, academic writings, and judicial decisions relevant to the research topic. The gathered materials are then analyzed using qualitative juridical methods, emphasizing the interpretation and synthesis of legal norms, principles, and doctrines. This analytical approach enables the identification of the legal position and implications of exoneration clauses within parking service agreements, as well as their conformity with the principles of contractual freedom and consumer protection. The analysis of legal materials was conducted using a descriptive analytical method, which describes the applicable legal provisions related to exonerating clauses in standard contracts, then analyses them using existing legal theories and doctrines. This analysis aims to determine the extent to which exonerating clauses in parking tickets are legally justifiable, as well as how legal protection is provided to consumers who are harmed by their application. This study aims to use a specific analysis approach to offer insights into the legal rights of parking service users and suggest potential solutions to ensure fairness and legal clarity in the interactions between parking providers and customers.

RESULTS AND DISCUSSION

The Validity of Exoneration Clauses Reviewed from the Principle of Freedom of Contract and Consumer Protection Law

In Indonesian civil law, when two or more parties reach an agreement, it results in a legal action that leads to mutual rights and responsibilities (Ratnaningsih & Dewi, 2024). Pursuant to Article 1313 of the Civil Code, an agreement constitutes an act in which one or more individuals undertake obligations toward one or more other individuals. This provision affirms that mutual consent serves as the principal foundation of contractual validity and enforceability. However, this definition has been subsequently refined by legal scholars, as it was deemed inadequate to fully capture the essence of an agreement. Accordingly, an agreement is more accurately construed as a legal relationship established between two or more parties on the basis of mutual consent, intended to produce legal effects. A contract, therefore, represents the manifestation of the parties' autonomy of will to create, modify, or extinguish a legal relationship, provided such actions remain within the boundaries prescribed by law.

The terms contract and agreement are often used interchangeably in Indonesian legal practice, although technically there is a slight difference. Contracts generally refer to more formal and complex written agreements, especially in the context of business and trade, while agreements have a broader scope, including both verbal and written agreements. However, from a civil law perspective, both are subject to the same principles and provisions in the Civil Code. Contracts, being a specialized type of agreement, are highly organized, containing detailed clauses that aim to fully govern the responsibilities and rights of the involved parties. The legitimacy of an agreement is dependent on meeting the criteria outlined in Article 1320 of the Civil Code, which outlines four essential conditions for a valid agreement:

- 1) Agreement between the parties.
- 2) Competence of the parties.
- 3) A specific matter or object.
- 4) A lawful cause.

The agreement's legality depends on meeting four crucial criteria. The first is mutual consent between the contracting parties, signifying a genuine meeting of minds free from elements of coercion, fraud, or mistake that could vitiate consent. The second is legal capacity, whereby each party must possess the competence to engage in legal acts, not be under guardianship, and have attained the legal age of majority. The third condition involves having a distinct topic, indicating that the item in question must be clearly outlined, identifiable, and feasible to be executed. Lastly, the fourth requirement is a lawful cause, which stipulates that the agreement's purpose and content must not contravene statutory provisions, morality, or public order.

The four requisites for a valid agreement are classified into subjective and objective requirements. The subjective elements comprise mutual consent and legal competence, which, if absent, render the agreement voidable at the behest of the aggrieved party. Conversely, the objective requirements of a contract include the determination of a definite object and the presence of a lawful cause. Non-fulfilment of these conditions results in the agreement being null and *void ab initio* (Rusli, 2015). This distinction carries distinct legal ramifications, a voidable contract may be ratified or validated through the reaffirmation of consent, whereas a contract that is null and void is incurable in law and deemed never to have produced any legal effect.

An exonerating clause refers to a contractual provision designed to limit, transfer, or eliminate the liability of one party in the event of loss, damage, or breach of contract. Within the realm of contract law, such clauses are frequently linked to standard form agreements, which are commonly utilized in commercial transactions. In these contexts, the economically and legally dominant party, typically the business operator, drafts the terms unilaterally to safeguard its own interests by restricting the scope of its responsibility. Consequently, the risk and burden that should rightfully rest with the business operator are instead shifted to the consumer, thereby creating a disproportionate and inequitable contractual relationship (Zulham, 2016).

Exoneration clauses can be classified into three types, namely: (1) clauses that limit liability, for example, only liable up to a certain amount; (2) clauses that transfer liability, such as shifting the burden of risk to the consumer; and (3) clauses that completely exempt liability, for example, the statement 'the car park operator is not liable for any damage or loss.' In the practice of parking service agreements, the third form is most commonly found on parking tickets. Parking tickets, although seemingly simple as proof of payment, are legally a form of standard agreement between the parking manager and the service user.

One characteristic that sets a typical contract apart is that the terms are solely created by the company, with no room for the consumer to negotiate. In such circumstances, users of parking services are presented solely with a take-it-or-leave-it option, they may either accept the agreement in its entirety or decline to use the service, without any capacity to influence or amend the contractual provisions contained therein. The position of parking tickets as standard agreements highlights the imbalance in bargaining power between parking operators and consumers. Isnaeni states that, with the existence of Consumer Contracts, there is generally a gap in bargaining power between business operators and consumers. This condition has led to the proliferation of standard contracts designed by business operators who have a far superior bargaining position (Isnaeni, 2018). In fact, for consumers, parking tickets serve a dual purpose: they are proof of payment and evidence of a legal relationship that gives rise to reciprocal rights and obligations.

The implication is that when a disclaimer clause is included in a parking ticket, consumers are bound by an agreement that has never been negotiated. This situation creates potential losses for consumers because their right to protection for the safety and security of their entrusted property (vehicles) may be neglected. Therefore, it is necessary to thoroughly analyse the position of the exonerating clause in parking tickets in light of the principle of freedom of contract and the Consumer Protection Law.

Freedom of contract is a key principle in contract law that allows the parties involved the liberty to (Mahendar & Budhayati, 2019):

- 1) Whether or not to enter into an agreement, the parties are free to determine whether or not to enter into an agreement.
- 2) Choosing the contracting party, the parties are free to determine with whom to enter into an agreement.
- 3) Determining the contents of the agreement, the parties are free to determine the terms and clauses in the agreement.
- 4) Determining the form of the agreement, the parties are free to determine whether the agreement will be made in writing, orally, or in some other specific form.

Article 1338 paragraph (1) of the Indonesian Civil Code serves as the legal foundation for the principle of freedom of contract, affirming that agreements lawfully entered into possess binding legal force upon the parties. The article underscores the autonomy of parties in formulating and governing the substance and terms of their contractual relations. However, this autonomy is not without limits; it must be exercised within the boundaries of lawfulness, morality, and public order, ensuring that the agreements formed do not infringe upon statutory provisions or the rights of the weaker party. However, the principle of freedom of contract is not absolute and is subject to several legal and moral constraints. These limitations include: (1) the agreement must not contravene statutory law; (2) it must not offend public morals; (3) it must not violate public order; and (4) it must fulfil the validity requirements stipulated in Article 1320 of the Civil Code, namely: the consent of both parties, legal capacity to contract, a definite object, and a lawful cause. Accordingly, the exercise of contractual freedom is tempered by considerations of justice and legal protection, particularly for the weaker contracting party, ensuring that contractual autonomy operates within the boundaries of fairness and public interest (Sinaga, 2018).

In practical reality, consumers rarely possess genuine contractual freedom to reject exoneration clauses, as such provisions are embedded within standardized agreements. Consequently, the principle of freedom of contract is effectively exercised unilaterally by business actors, the drafters of the contract, while consumers are compelled to accept terms that may operate to their detriment. This situation engenders a disproportionate relationship between the parties and undermines the protective function of contract law toward the weaker party. In this context, Law No. 8 of 1999 on Consumer Protection functions as a *lex specialis*, furnishing a specific legal safeguard for consumer interests. The core values of the Consumer Protection Law, outlined in Article 2, include the principles of advantage, justness, equilibrium, safety and certainty, which establish a fair framework for interactions between businesses and consumers.

- 1) The Principle of Benefit, which guarantees that consumer protection benefits both consumers and businesses. In parking services, exonerating clauses that only benefit parking operators are contrary to this principle.
- 2) The Principle of Fairness, which requires a proportional distribution of rights and obligations. Parking operators must be responsible for consumers' vehicles, not unilaterally exempt themselves through exonerating clauses.
- 3) The Principle of Balance, which requires a balanced contractual relationship between businesses and consumers. Exoneration clauses negate balance because they place consumers in a weak position.
- 4) The Principle of Consumer Safety and Security guarantees consumers' rights to feel safe and secure when using goods/services. Parking operators are obliged to maintain vehicle security, so exoneration clauses clearly violate this principle.
- 5) The Principle of Legal Certainty provides protection based on applicable regulations. The exonerating clause creates legal uncertainty because it is no longer clear to consumers who is responsible for losses (Sulistyaningrum & Afrilia, 2020)

The Consumer Protection Law also governs matters relating to standard contractual clauses. Article 18 paragraph (1) expressly prohibits business actors engaged in the trade of goods and/or services from preparing or including standard clauses in any form of document or contract if such clauses contain the following provisions:

- a. Stating the transfer of liability to the business operator;

- b. Stating that the business operator is entitled to refuse the return of goods purchased by consumers;
- c. Stating that the business operator is entitled to refuse refunds for payments made for goods and/or services purchased by consumers;
- d. Stating the granting of authority from the consumer to the business operator, whether directly or indirectly, to take unilateral actions related to goods purchased by the consumer on an instalment basis;
- e. Regulating matters concerning the proof of loss of utility of goods or the use of services purchased by consumers;
- f. Granting the business operator the right to reduce the benefits of services or to diminish the consumer's property that is the object of the sale and purchase of services;
- g. Stating the consumer's acceptance of new, additional, continuing, and/or subsequent amendments made unilaterally by the business operator during the period the consumer uses the purchased services;
- h. Stating that the consumer grants the business operator the authority to impose liens, pledges, or security interests on goods purchased by the consumer on instalment.

Therefore, the incorporation of an exoneration clause that absolves parking operators from liability for loss or damage to vehicles stands in direct contradiction to the provisions of the Consumer Protection Law. As recipients of services, consumers are entitled to rights of security, safety, and legal certainty in their interactions with business actors. The Consumer Protection Law underscores the necessity of maintaining a fair equilibrium between the rights and obligations of businesses and consumers, ensuring that commercial practices do not exploit or disadvantage the weaker party in contractual relations (Bantolo & Ismet, 2022). In the context of parking services, operators not only receive payments but also have a legal obligation to look after the vehicles entrusted to them.

From the perspective of freedom of contract, exonerating clauses are indeed included in standard agreements. However, their unilateral nature and the fact that they are detrimental to consumers mean that the principle of freedom of contract is not ideally fulfilled. The agreement only reflects the freedom of one party (the car park operator), while the other party (the consumer) is in a weak position with no choice. This contradicts the basic principle of contracts, which requires an agreement born of the free will of the parties (Mahendar & Budhayati, 2019). Meanwhile, based on the Consumer Protection Law, the exonerating clause in parking tickets can be deemed invalid because it violates Article 18 of the Consumer Protection Law, which prohibits the transfer of responsibility by business operators. In other words, an exculpatory clause that states 'the parking operator is not responsible for any damage or loss' is a clause that is null and void.

An exculpatory clause can only be deemed lawful if it satisfies the requirements outlined in both the principle of freedom of contract and the Consumer Protection Law:

- 1) In accordance with Article 18 of the Consumer Protection Law, an exonerating clause must not contravene statutory prohibitions. Clauses that shift the responsibility of the business actor to the consumer, deny the consumer's right to return purchased goods, or release the business actor from liability for damages arising from the use of goods or services are expressly prohibited.
- 2) Made in good faith. The clause must be made in good faith by the parties, and must not contain any elements of fraud or deception towards consumers.
- 3) Not Violating Public Order. The clause must not conflict with moral norms, public order, and applicable laws and regulations.
- 4) Proportional and Reasonable. Limitations of liability must be proportional to the risks and benefits received by each party and must not be overly burdensome on either party.
- 5) Clear and Easy to Understand. The clause must be written in clear, straightforward language that is easily understood by ordinary consumers.

- 6) Does Not Exclude Primary Liability. The clause must not exclude all of the business operator's liability, especially for matters that constitute fundamental obligations in the agreement.
- 7) Fulfills the Principle of Balance. There must be a balance of rights and obligations between the business operator and the consumer, in accordance with the principle of fairness in contracting (Sulistyaningrum & Afrilia, 2020)

From the business operator's perspective, exonerating clauses are considered a means of protecting themselves from excessive claims. However, from the consumer's perspective, these clauses negate their fundamental rights to legal protection. Such clauses are highly detrimental to consumers, who are generally in a weaker position than business operators, as the burden that should be borne by business operators is shifted to consumers as a result of these clauses (Tobing, 2019).

The Impact of Exoneration Clauses on the Position of Consumers Using Parking Services

Parking services are a very common form of service in everyday life. From a legal standpoint, parking services may be construed as an agreement between the parking operator or manager and the vehicle user, in which the operator undertakes to provide a designated parking space for a specified duration in return for a fee mutually agreed upon by the parties. Within the framework of consumer protection law, parking services are classified as a form of service provision governed by Law No. 8 of 1999 on Consumer Protection, under which consumers are entitled to the rights of safety, comfort, and convenience in the utilization of such services.

The main characteristic of parking services is the element of temporary vehicle custody or storage, whereby parking managers have an obligation to maintain the security of vehicles parked in the area they manage. The legal relationship between parking managers and service users is essentially a contractual relationship that arises when consumers enter the parking area and receive a ticket or proof of payment for parking. Although there is no explicitly signed written agreement, this legal relationship is formed based on concrete actions that indicate an agreement between the two parties.

Regulations regarding parking services in Indonesia are scattered across various laws and regulations, both at the national and regional levels. At the national level, the main regulation governing parking services is Law No. 22 of 2009 concerning Road Traffic and Transportation, which gives local governments the authority to regulate and organise parking in their areas. This law mandates that the organisation of parking must take into account aspects of security, safety, order and traffic flow. Furthermore, Government Regulation No. 43 of 1993 concerning Road Infrastructure and Traffic provides technical guidelines on the operation of parking facilities, including safety standards and the obligations of parking managers. At the regional level, various Regional Regulations specifically regulate parking rates, parking manager requirements, and penalties for violations in the provision of parking services. These regulations are essentially aimed at creating a balance between the interests of parking managers as business actors and the protection of consumers who use parking services.

Within the framework of consumer protection, users of parking services are recognized as consumers who are entitled to legal safeguards as provided under the Consumer Protection Law. Consumers have the entitlement to safety and protection when accessing services, as well as the entitlement to receive transparent and precise information about the terms and warranties of parking establishments, and the right to ethical and just treatment from service providers. Nonetheless, in practical terms, the position of parking service consumers tends to be vulnerable and disadvantaged, primarily due to the presence of exoneration clauses that unilaterally restrict or eliminate the liability of parking operators. From a normative standpoint, the existence of exoneration clauses originates from the principle of freedom of contract, as articulated in Article 1338 paragraph (1) of the Civil Code, which declares that all legally concluded agreements shall bind the parties with the force of law. However, this freedom of contract is not without limits; it is constrained by the necessity to adhere to statutory provisions, public order, and moral considerations, ensuring that contractual autonomy does not operate to the detriment of justice or public welfare.

Law No. 8 of 1999 on Consumer Protection establishes stringent restrictions on the utilization of standard clauses, including exoneration clauses. Pursuant to Article 18 of the Law, business actors are explicitly prohibited from incorporating contractual provisions that eliminate or negate their responsibility for the goods and/or services they offer to consumers (Kristiyanti, 2022). Thus, the exoneration clause in parking tickets is essentially contrary to the provisions of the Consumer Protection Law because it explicitly removes the parking manager's obligation to ensure the safety of consumers' vehicles. Consumers lack the ability to negotiate the terms of parking agreements, putting them at a disadvantage in such arrangements. Parking tickets accompanied by exoneration clauses are essentially take it or leave it, forcing consumers to submit to the terms unilaterally determined by the parking service provider. This causes an imbalance in the legal position between consumers and business actors. From a contractual perspective, the legal relationship between consumers and parking managers should include the obligation of managers to safeguard entrusted vehicles (Salim, 2021). Yet, with the existence of an exoneration clause, these obligations are transferred or even eliminated, thereby weakening the position of consumers in demanding their rights.

The inclusion of an exoneration clause has a direct impact on the reduction of consumer rights, particularly the right to compensation in the event of loss or damage to a vehicle. For example, when a vehicle is lost in a parking area, consumers often have their claims rejected on the grounds of the exculpatory clause. This clearly contradicts consumers' rights to safety, comfort, and legal certainty as stipulated in Article 4 of the Consumer Protection Law (Parmitasari, 2016). Thus, the exoneration clause in parking tickets normatively weakens the position of consumers because it closes access to the protection that should be provided by law. The impact of the existence of exoneration clauses on the position of consumers can be analysed from two aspects, namely legal protection and contractual fairness. From the perspective of legal protection, the disclaimer clause tends to negate the consumer's right to obtain security guarantees for their parked vehicles. This contradicts the principles contained in Law No. 8 of 1999 concerning Consumer Protection, particularly Article 18 paragraph (1) letters a and b, which prohibit business actors from creating clauses that transfer responsibility or reduce the obligations of business actors.

In terms of contractual fairness, the exoneration clause creates unbalanced contract conditions. Parking service providers receive compensation in the form of parking fees, but refuse to bear responsibility for the risk of loss or damage to vehicles, which should be inherent in the deposit relationship. This results in an imbalance in the position of consumers compared to other parties, because their right to obtain security guarantees is not commensurate with their obligation to pay parking fees. This situation not only harms consumers, but also contradicts the principles of good faith and fairness in contracts as stipulated in Article 1338 paragraph (3) of the Civil Code (Dauri, 2020). In addition, exoneration clauses also have the potential to change consumers' perceptions of service quality. The existence of these clauses can cause consumers to distrust parking service providers. Consumers may be reluctant to use certain parking services for fear of losing their legal protection rights in the event of a loss. From a legal perspective, although exoneration clauses can be valid as long as they do not conflict with statutory provisions, in practice these clauses often conflict with the principle of consumer protection, especially if they are unilateral and burdensome to consumers.

This situation constitutes unfair contract terms. Without legal intervention, consumers will continue to be disadvantaged. Therefore, consumer protection laws exist to normalise these unbalanced relationships, thereby creating a fairer balance between consumers and businesses. The foundation of the Consumer Protection Act is built on various core principles such as the principle of advantage, equity, equilibrium, consumer well-being, and legal assurance (Doly, 2016). The inclusion of an exoneration clause in parking tickets declaring that "the parking operator is not responsible for any loss or damage" stands in direct violation of these guiding principles. Such a clause undermines fairness and balance in contractual relations, compromises consumer safety and legal protection, and effectively negates the spirit of accountability that the Consumer Protection Law seeks to uphold. Thus, the exoneration clause in parking tickets not only creates legal inequality, but also has broader legal implications. Doctrinally, the legal relationship between consumers and parking service providers may be classified as a custody

agreement (*bewaargeving*) as stipulated in Article 1694 of the Civil Code. Under this type of agreement, the parking operator, acting as the custodian or recipient of the deposit, bears the duty to safeguard and return the deposited item, in this case, the vehicle, in the same condition in which it was received. Consequently, when parking operators unilaterally disclaim their responsibilities through the inclusion of exoneration clauses, the core essence of the custody agreement is eroded. Such practice effectively transforms the arrangement into a mere administrative transaction, devoid of any substantive guarantee of protection or accountability toward consumers.

In addition to the normative aspect, the existence of exoneration clauses also has practical implications for dispute resolution. Affected consumers often face difficulties in claiming compensation because parking service providers hide behind these clauses. This discourages consumers from pursuing legal action due to the lengthy process, costs that are disproportionate to the losses, and the uncertainty of the outcome. As a result, exoneration clauses not only weaken the contractual position of consumers, but also impede access to justice.

CONCLUSION

Clauses that fully exempt business operators from liability, especially in standard agreements such as parking tickets, are unlawful. From the perspective of freedom of contract, such clauses create an imbalance because they only benefit business operators while consumers do not have an equal bargaining position. From the standpoint of the Consumer Protection Law, exoneration clauses that transfer the liability of business actors to consumers contravene the provisions of Article 18 paragraph (1) letter 'a' and are consequently deemed null and void by operation of law. Such clauses are legally unacceptable as they distort the equitable nature of contractual relations. However, exoneration clauses may only be deemed legitimate insofar as they adhere to the principle of proportionality, do not conflict with existing legal norms, and preserve the equilibrium of rights and obligations between the contracting parties. In this manner, the legal protection of consumers, as the inherently weaker party, remains safeguarded within the framework of contractual fairness and justice.

Exoneration clauses in parking services significantly weaken the position of consumers because they conflict with Consumer Protection Law No. 8 of 1999, particularly Article 18, which prohibits clauses that negate the responsibility of business actors. This clause creates contractual imbalance by forcing consumers to accept unilateral terms without negotiation, eliminating the right to compensation, and transforming the nature of the custody agreement into an administrative relationship without any guarantee of protection. As a result, consumers lose access to justice and legal protection that they should otherwise obtain, necessitating legal intervention to restore the balance of the contractual relationship between consumers and parking operators.

Based on the findings, it is imperative to enhance the supervision of exoneration clause practices in standard agreements, particularly those contained in parking tickets, to ensure compliance with Article 18 of the Consumer Protection Law and the principle of equitable contractual freedom. Business actors must formulate clauses that are proportional, transparent, and do not absolve them of their fundamental duty to safeguard consumers. Meanwhile, the government and relevant institutions should strengthen public education and law enforcement to prevent consumer disadvantage. Exoneration clauses in parking tickets warrant both normative and practical reassessment to ensure alignment with consumer protection principles. Reinforcing regulatory frameworks and monitoring the enforcement of Article 18 of the Consumer Protection Law are crucial to curbing the use of unfair standard clauses. Furthermore, parking service providers should align contractual terms with the principles of fairness, balance, and good faith, thereby ensuring that the legal relationship between consumers and parking operators not only serves administrative purposes but also upholds legal certainty, security, and the proportional protection of consumer rights.

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