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RESPONSIBILITY OF BUSINESS ACTORS FOR THE TRANSFER OF CONSUMER CHANGE FORMS

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Abstract

This article aims to provide an understanding of the legal arrangements for the transfer of consumer change forms by business actors and examine the responsibility of business actors for the transfer of consumer change forms that can result in losses to consumers. The writing of this article uses a normative legal research method through a statutory approach, conceptual approach, case approach and use primary and secondary legal materials. The characteristics of this research are categorized as descriptive research. The results of the study show that the regulation regarding the transfer of consumer change is regulated in Law no. 8 of 1999 concerning Consumer Protection, Law no. 23 of 1999 and Law no. 7 of 2011 which basically stipulates that rupiah currency is a legal tender in the territory of the Republic of Indonesia so that consumer change must be in the form of rupiah currency without being transferred in any form. This will certainly cause deviations in terms of legal rules because consumers feel disadvantaged and violated their rights. Therefore, a legal review is needed based on related regulations, especially regarding the responsibility of business actors for the transfer of consumer change.

Keywords: *Business Actor, Money Change, Responsibility*

1. INTRODUCTION

Nowadays, buying and selling activities cannot be separated from social life. Every human being basically needs goods or services to meet their needs (Dwisana & Wiryawan, 2018). Buying and selling activities can be said to be carried out almost every day by the community to fulfill their daily needs. In his life, every human being certainly has needs that must be met in his life, where one human being with another has different needs. In order to maintain the needs and also the needs of each, we need a rule that can regulate the needs between humans so that humans do not arbitrarily and take other people's rights by force. These community needs include snacks, drinks, toiletries and so on. The mushrooming of minimarkets in every area that can provide people's daily needs is one solution to be able to meet these needs because they are usually strategically located and sell a complete range of products (Wiranatha & Purwanto, 2019). The existence of minimarkets that are easy to find makes people dependent on the presence of minimarkets to buy groceries and daily necessities. With the dependence of the community as consumers on minimarkets, they inevitably have to pay according to the price that is stated on each product. In consumer protection, the main pillar in its regulation is the equality of position between consumers and business actors.

In consumer buying and selling transactions that are carried out at minimarkets and/or supermarkets today, it is not uncommon to encounter losses for consumers, one of which is the return of remaining payments made by business actors, especially in the use of candy as a substitute for refunds and transfers through forms of donations sometimes the legality is not clear. This will certainly lead to deviations from the rule of law and can

become a problem if the consumer feels disadvantaged in this matter, because there is no agreement/agreement from the consumer and is only concerned with the decision of the business actor, unless the provision of change which is replaced with candy as a substitute has been agreed by both parties (seller and buyer), then this is legal and acceptable, but still, this cannot be ignored by sellers (business actors) just because the nominal amount of money that becomes the rest of the change is small, because no matter what the nominal amount the consumer still has the right to receive the remaining money back according to his rights (Ariestya et al., 2015).

Default is an act of not doing things that must be done or breaking a promise. According to KBBI, refund can be defined as overpaid money that must be returned to the payer, in this case the consumer. As it is known that one of the requirements in buying and selling transactions is the existence of a "legal" medium of exchange: This refers to Law no. 23 of 1999 concerning Bank Indonesia, hereinafter referred to as UU BI article 2 paragraph (2) which stipulates that rupiah currency is legal tender in the territory of the Republic of Indonesia. Small things that are often carried out by business actors are certainly contrary to laws and regulations, especially Law no. 8 of 1999 concerning Consumer Protection (Consumer Protection Law), hereinafter referred to as UUPK. In buying and selling transaction activities, the actors involved in it are business actors or sellers and buyers who have positions as consumers where their positions have unequal rights and obligations. If it is related to the transfer of refunds made by business actors to consumers, there are several violations of the law regulated in the UUPK provisions, one of which is regarding consumer rights in Article 4 of the UUPK.

Legal remedies that can be taken to protect or protect consumers from unfair actions by business actors are to enforce the Consumer Protection Law. The consumer protection law is a concrete effort made by the state and government to protect consumers as mandated by the constitution of the constitutional state contained in the 1945 Constitution (Mansyur & Rahman, 2016). Consumer protection is considered very important because of the influence of very fast developments in the field of technology and science. Protection as a legal remedy aimed at consumers in order to ensure certainty and protection in the legal field from various obstacles or consumer disputes for losses incurred by business actors (Andika & Priyanto, 2021). Consumer protection is a very important thing to carry out today, because it is related to efforts for the welfare of society in relation to the development of buying and selling transactions which are growing rapidly in this era.

There are several articles that have similar themes to this paper but are different in terms of discussion and focus of the problem. These writings include writings composed by "Luh Made Pradnya Narapatni" and "I Made Dedy Priyanto" in 2022 entitled "*Perlindungan Hukum Konsumen Dalam Penggunaan Permen Sebagai Pengganti Uang Kembalian*" This article is related to consumer protection, while in this paper it is more focused on discussing the responsibility of business actors in the form of transferring consumer refunds based on the Consumer Protection Act (hereinafter referred to as UUPK). Next is the article compiled by "I Nyoman Oka Wiranatha" and "I Wayan Novy Purwanto" in 2019 entitled "Perlindungan Hukum Terhadap Konsumen Terkait Pemberian Uang Kembali Yang Tidak Sesuai di Alfamart". This article discusses legal protection for consumers who experience losses due to a lack of change at Alfamart, while this paper discusses how to regulate the transfer of consumer refunds in buying and selling transactions based on UUPK. These writings are related to the transfer of money received by consumers from business actors. However, all of them have different goals and results.

The author conducted research on the responsibilities of business actors for transferring forms of consumer refunds based on the UUPK, so that consumers can find out what regulations can become their legal basis in protecting their rights, as well as provide benefits to business actors' knowledge regarding their responsibilities for these actions based on the UUPK.

This study aims to analyze, know, and examine related to the legal arrangements for the transfer of forms of consumer change by business actors. Besides that, this paper also aims to analyze, know, and examine the responsibility of business actors for diverting forms of consumer refunds that can cause harm to consumers.

2. RESEARCH METHODS

The type of research method used by the author in writing this article was to use normative legal research methods which were also carried out using a statutory approach or what is called the Statue Approach which carried out by analyzing related laws and regulations. And also analyze the rules relating to provisions related to legal issues, and regulations that interrelated with what was happening today (Marzuki, 2013).

3. RESULTS AND DISCUSSION

3.1. Legal Arrangements related to the Forms Transfer of Consumer Money Change by Business Actors

According to Indonesian Dictionary, the definition of “money change” can be interpreted as an overpaid money that must be returned to the payer, in this case the consumer. The frequent act of diverting consumer money back by business actors can be viewed from a legal perspective or applicable legal rules. In a sale and purchase transaction process contains an element of agreement, which is related to the Civil Code. Article 1457 of the Civil Code regulates that what is meant by a sale and purchase agreement is an agreement in which one party binds himself to give an object and the other party must pay according to the price that has been promised. In the process of buying and selling transactions, consumers will enter the first stage, namely the pre-transaction stage, where business actors as much as possible give confidence to consumers that the products they sell are guaranteed of quality, or usually consumers come alone with the excuse that the goods and/or services they sell need is not available elsewhere. Next is the agreement stage where when the consumer pays the price for the product being sold, the product transfers its ownership status. This means that consumers can be said to have entered the transaction stage, where at that stage problems are often found regarding consumer rights that are ignored by business actors (Narapatni, 2022). The act of a business actor by diverting the form of consumer return money either in the form of candy or diverting it to donations is one of the actions of the business actor's own will.

One of the requirements for conducting buying and selling transactions between consumers and business actors is the existence of a valid medium of exchange, namely rupiah currency. This is emphasized by referring to the provisions of the legislation, namely Law no. 23 of 1999 concerning Bank Indonesia in article 2 paragraph (2) which stipulates that “rupiah money is legal tender within the territory of the Unitary State of the Republic of Indonesia (NKRI)”. Referring to these regulations, nothing can replace

rupiah currency because it is not included in the legal provisions as well as refunds which cannot be replaced using candy or transferred through donations without an agreement. Article 2 paragraph (2) of Law no. 7 of 2011 concerning Currency (UUMU) which stipulates that the Kinds of Money issued by Bank Indonesia consist of Banknotes and also Coins. Based on this, it can be said that other than banknotes and coins are not included as legal tender. Further details regarding this matter can be seen in Article 21 paragraph (1) UUMU which stipulates that "rupiah must be used in every transaction that has the purpose of payment, settlement of other obligations that must be fulfilled with money, and other financial transactions carried out in the territory of the Republic of Indonesia". So, it is very clear in this article that it requires all payment transactions made within the territory of the Republic of Indonesia to use rupiah in financial transactions. The emphasis on the word "mandatory" in the article, has consequences for sanctions for every violator. This can be seen in "Article 33 paragraph (1) UUMU which states that, everyone who does not use Rupiah in every transaction that has the purpose of payment, settlement of other obligations that must be fulfilled with money or other financial transactions, as stated in Article 21 paragraph (1) can be punished with a maximum imprisonment of one year and also a maximum fine of Rp200.000.000".

Apart from being related to the Currency Law (UUMU), the rules related to this issue are Law no. 23 of 1999 concerning Bank Indonesia as the central bank which has one of the duties to "regulate and also maintain the smooth running of the payment system". As for one of BI's tasks in carrying out these tasks is "by determining the use of legal tender, which has been mentioned in Article 2 paragraph (2) UUBI namely, "Rupiah money is legal tender in the territory of the Republic of Indonesia." The small amount of change or the lack of availability of coins is often considered trivial by some business actors, the reason why business actors who run out of stock of coin denominations cannot be used as an excuse to replace the remaining change with candy. Furthermore, the Currency Law has provided an explanation of rupiah currency exchange facilities to meet all needs in society. This has been regulated in article 22 of the Currency Law which "stipulates that in order to meet the need for Rupiah in the community in sufficient nominal amounts, appropriate types of denominations, and in conditions suitable for circulation, Rupiah circulating in the community can be exchanged under the following conditions:

a. Rupiah exchange can be done in the same denomination or in another denomination.
b. Rupiah exchange that is worn out or partially damaged due to fire or other reasons shall be replaced with the same nominal value.

Strictly regulate the currency, which is currently contrary to what is happening in society because there are still many misuses of the money itself, one of which is by carrying out acts of giving change in the form of candy. The dominant consumers do not take legal action to get their rights because they think it will be useless and will not be followed up by law enforcement. The lack of legal protection for consumers is due to the weak position of consumers or it could also be caused by the tendency of business actors, in addition to legal instruments that cannot guarantee a sense of security, or do not provide direct protection for the interests of consumers. Consumers who are not given the remaining change in rupiah currency, but with candy or transfers in the form of donations as a substitute, are also contrary to the Consumer Protection Law, which states that consumers cannot be harmed and are entitled to the remaining purchase money in rupiah

currency and the seller or business actor must behave and behave well with buyers/consumers by giving rupiah money for the remaining change in payment transactions, no matter how small the nominal value that must be returned by the seller to the consumer (Muchsin, 2003).

One of the important components that must also be considered regarding the replacement of the form of refund in payment transactions that occur between business actors and consumers is regarding the agreement regulated in the third book of Our Civil Code (hereinafter referred to as the Civil Code). Syahrani (2002) explain that "engagement is a legal relationship between two parties in the field of assets, where one party (creditor) has the right to achievement and the other party (debtor) is obliged to fulfill that achievement". The engagement that occurs between supermarkets and consumers is a sale-purchase agreement. Based on Article 1313 of the Civil Code, it stipulates that "an agreement is an act by which one or more people bind themselves to one or more people". Meanwhile, the definition according to Article 1457 of the Civil Code, "buying and selling is an agreement, by which the party who binds himself to surrender an object, and the other party to pay the price that has been agreed upon". The price must be in the form of an amount of money even though this is not regulated in an article of statutory regulations, but by itself, namely in the sense of buying and selling, because if the price is in the form of goods then it will change the agreement to become an exchange. Therefore, in the context of efforts to create legal certainty and legal protection in society, especially for consumer rights, supermarkets/supermarkets should have good faith in carrying out their business in accordance with applicable laws and regulations and understand the agreements that bind them, that is a sale and purchase agreement bond, not an exchange agreement.

3.2. Business Actors Responsibilities for Forms of Consumer Money Change that Can Result in Losses to Consumers

The 1945 Constitution and Law No. 8 of 1999 Concerning Consumer Protection are the two (two) significant legal documents that serve as the foundation for Indonesia's consumer protection policies (UUPK). The passage of this Law raises hopes among Indonesians that they will be able to obtain protection from losses incurred during the exchange of goods and services. UUPK was formed to guarantee legal certainty for consumers (Yani, 2000). In carrying out its business activities, a business actor is expected to have a sense of responsibility to fulfill consumer rights to this information and it is reasonable not to deceive consumers through misleading submissions because the resulting impact is not only detrimental to consumers, but can also damage the image of business actors in the long run and can eliminate consumer trust and loyalty to products produced by business actors. The actions of business actors that often harm consumers but are rarely realized by the consumers themselves are diverting the form of money back, such as in the form of pergen, deducting charitable funds with various kinds of donations unilaterally (Sulistyowati, 2022).

With regard to consumer protection, consumer rights as stipulated in the UUPK provisions, precisely article 4, are as follows (Bustomi, 2018):

a. The right to comfort, safety and overall in consuming goods and or services
b. The right to choose and obtain goods and or services in accordance with the exchange rate and the conditions and guarantees promised
c. The right to correct, clear and honest information regarding the conditions and

warranties of goods and or services
d. The right to be heard opinions and complaints about the goods and services used.
e. The right to obtain proper advocacy, protection and efforts to resolve consumer protection disputes
f. The right to obtain consumer guidance and education.
g. The right to be treated or served properly and honestly and not discriminatory.
h. The right to receive compensation, compensation and/or reimbursement, if the goods and or services received are not in accordance with the agreement or are not as they should be.
i. The rights regulated in the provisions of other laws and regulations.

Based on the consumer rights mentioned above, if consumers feel aggrieved by the actions of business actors in transferring the form of money change, either in the form of candy or donations/donations, then business actors can mean violating consumer rights, especially regarding the right to comfort and to obtain goods/ services at exchange rates. Therefore, the government has regulated efforts to protect consumers through UUPK, especially regarding the responsibilities of business actors when they can harm or violate consumer rights.

The responsibilities contained in consumer protection law include several principles in general, namely (Kristiyanti, 2011):

a. Fault Liability/Liability Based on Fault
   A fairly general principle applies in both criminal and civil law. This is held firmly, especially in Articles 1365, 1366, 1367 which mean that a person can only be legally held accountable if there is an element of error committed. This requires the fulfillment of four main elements, namely:
   a) There are actions
   b) There is an element of error
   c) There are losses suffered
   d) There is a causal relationship between errors and losses
b. Presumption of Liability
   In the perspective of transportation law, there are four variations related to the presumption of always being responsible, namely:
   a) The carrier can free himself from responsibility if he can prove that the loss was caused by things beyond his control
   b) The carrier can release himself from responsibility if he can prove, he took an action that is necessary to avoid the occurrence of losses
   c) The carrier can release himself from responsibility if he can prove that the loss incurred was not due to his fault
   d) The carrier is not responsible if the loss is caused by mistake/negligence
c. Presumption of Nonliability
   This principle is not always responsible only known in a very limited scope of consumer transactions and such restrictions are usually justified in common sense.
d. Strict Liability
   The principle of absolute responsibility is synonymous with the principle of absolute responsibility. There is also the role of experts who differentiate the two terminologies
e. Limitation of Liability
   This principle is a liability with limitations that are usually listed as exoneration

clauses in the standard agreements they make.

As for the process of determining accountability must pay attention to several things, including the following (Rahmawati et al., 2019):

a. There are consumer rights that are violated by business actors in diverting consumer money back in the form of candies or donations
b. There are obligations of business actors who are not fulfilled on this information

If these two things are able to be fulfilled in full, then the business actor can be held responsible for the transfer of the refund, even though the sale and purchase transaction that occurs between the parties does not explain how the responsibility of the business actor is, but this is reinforced by Article 1494 of the Civil Code which stipulates that "Even though it has been agreed that the seller will not bear anything, he is still responsible for what is the result of an act committed by him, any agreement that is contrary to this is void." Based on this, business actors who transfer consumer money back to the knowledge of consumers, can be said to be an unlawful act. Which form of violation, among others (Rahmawati et al., 2019):

1) Violation of the obligation to provide refunds, this is regulated in Article 1360 of the Civil Code and Article 4 letter b of the UUPK, which emphasizes that consumers are entitled to the goods or services they buy must be in accordance with the exchange rate and the conditions and guarantees agreed upon.
2) Violation of proper and honest service to the activities of procedures for collecting donations whose funds come from the results of consumer returns. If the business actor violates this, the business actor may be subject to the provisions of Article 4 letter g of the UUPK regarding rights owned by consumers, Article 7 letter a of the UUPK regarding the obligations of business actors and Article 7 letter c of the UUPK regarding the obligations of business actors to serve consumers properly and honestly.

If the business actor transfers the money back, either voluntarily or not, this is a form of negligence by the business actor which must be borne by the business actor self. Then the responsibility of business actors is in accordance with the mandate of Article 19 UUPK, namely (Susanto, 2008):

(1) Business actors must compensate consumers for losses, damage, and/or pollution brought on by consuming the goods and/or services produced or traded.
(2) Such compensation may take the form of health care services, a refund, a replacement of goods and/or services of equal or greater value, or compensation in accordance with the terms of the relevant laws and regulations.
(3) The payment of compensation takes place within 7 (seven) days of the transaction date.
(4) The possibility of criminal prosecution based on additional evidence demonstrating the existence of a guilt element remains open even after compensation has been granted.
(5) If the business actor can demonstrate that the customer was at fault for the error, the provisions of paragraphs (1) and (2) do not apply.

Furthermore, regarding the truth of business actors who have caused consumer losses, it is regulated in Article 28 of the UUPK which essentially states the burden and

responsibility of business actors in providing compensation, namely it can be in the form of:

1) Money refund
2) Replacement of goods and/or services of equivalent/similar value
3) Health care
4) Compensation

Diversion of the form of consumer change can trigger violations of consumer rights. The true responsibility of business actors is moral responsibility in the form of good trading ethics, where the honesty of business actors in running their business is demanded by consumers. Liability for negligence or mistakes of employees of business actors who are found to cause harm to consumers for the transfer of the form of return money, namely social responsibility based on the responsibility of a company stated in Law Number 40 of 2007 which discusses the responsibility of a company. In Article 74 paragraph (1) of Law Number 40 of 2007 it is explained that "Companies that carry out their business activities in the field of and/or related to natural resources are obliged to carry out Social and Environmental Responsibility". Hence, business actors can be held accountable in the form of moral responsibility in the form of good trading ethics. The responsibility of business actors for this matter can also refer to the UUPK as described, namely by making compensation according to the UUPK mandate. This is also to avoid the occurrence of legal disputes that can have an impact on the image of business actors.

4. CONCLUSION

Arrangements regarding the transfer of consumer refunds are regulated in Article 21 paragraph (1) of the Currency Law which stipulates that the rupiah must be used in every transaction that has the purpose of payment, as well as settlement of other obligations that must be fulfilled with money and other financial transactions carried out within the Unitary State of the Republic of Indonesia. Furthermore, Article 2 paragraph (2) of the BI Law stipulates that rupiah currency is legal tender in the territory of the Republic of Indonesia. Furthermore, in the Consumer Protection Law where consumers cannot be harmed and consumers are entitled to the remaining change in rupiah currency and the business actor must be kind to consumers by giving rupiah money for the remaining change in payment transactions, no matter how small the nominal value must be returned. The actions of business actors who divert the remaining consumer change through candies or donations can have an impact on consumer losses. The true responsibility of business actors is moral responsibility in the form of good trading ethics, where the honesty of business actors in running their business is demanded by consumers. Liability for negligence or mistakes of employees of business actors who are found to cause harm to consumers for transferring the form of change, namely social responsibility in the form of morals in the form of good trading ethics. The responsibility of business actors for this matter can also refer to the UUPK, namely by making compensation according to the mandate of Article 19 UUPK.

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