PROTECTION OF VICTIMS AFFECTED BY DEFAULT UMRAH TOUR AND TRAVEL: IN TERMS OF LAW NO. 8 OF 1999 CONCERNING CONSUMER PROTECTION

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ABSTRACT
Today's rapidly growing travel business requires a travel agency to help take care of administration and paperwork to enter other countries. Travel agencies provide these services with a variety of attractive advertisements. This purpose of the study is to provide awareness to the public to choose Umrah Tours and Trips that have a track record that can be accounted for and provide consumer protection for victims in order to reach mutually beneficial agreements. The methods used are in the regulatory process using primary and additional legal data. Following the investigation, Law no. 8 of 1999 for the protection of consumers was promulgated for the victims of default due to Umra Tour and Travel's failure to comply with the terms and conditions of the contract provided to consumers. In some cases, travel agencies will obtain legal proceedings and provide compensation or compensation if they do not provide disruption in accordance with the promised services. This research can also help determine legal protection for consumers, for example in some cases, for example a breach of contract by a travel agent can be considered a violation of business law and can be penalized.

Keywords: victim protection, tour and travel, default

INTRODUCTION

Considering Law No. 8 of 1999 concerning Consumer Protection states that National Development seeks to realize a just and efficient society, both material and spiritual, in the era of economic democracy based on Pancasila in the 1945 Constitution, so that national economic development is able to improve people's welfare. The business world is one way for the community to earn income to improve the family economy and help other residents make it easier to get the necessary economic servants or worship. Business products in the form of administrative and technical services can increase the interests of many people including obtaining approval for products and services obtained from a serious transaction. Consumer Zaeni Asyhadie, (2014). The service business sector is one of the models of many types of businesses whose activities consist of intangible service services, not something that is visible to the naked eye. The hope is that through community service efforts to get benefits from the benefits received by others. Service business can be interpreted as a company that sells the services it produces, with the aim of meeting customer needs and obtaining profits Abdul Kadir Muhammad, (1999).

Literally, umrah means pilgrimage /visit (Nuruddin., (2017). Umrah Travel Bureau is in great demand by people who will carry out worship, apalgi the service bureau provides good
services, for example: hotel services, visas, food and transportation infrastructure. However, there are still travel agencies that offer very low prices during Umrah services. Through a long waiting time promises that there are so many enthusiasts that queue according to the registered number, an example of a travel agency that traded in the news a few years ago, namely First Travel in the City of Jakarta committed a default because of fraud against consumers (Movanita, A. N. (2017).)

Tour or travel service business actors are business actors who organize umrah travel services who work in the service section that organizes umrah trips based on Article 43 paragraph (2) of Law Number 13 of 2008 concerning the Implementation of Hajj which explains Umrah travel organized by the government and / or tourism agencies determined by the Ministry of Religious Affairs. The regulations for Umrah organizers are detailed in Government Decree no. 18 of 2015 “Income Tax Benefits for Investment in Certain Business Sectors” including Umrah Provisions.

In Indonesia, Umrah travel service companies are legally allowed to operate if they have received permission from the Minister in accordance with the provisions of Article 1 para. (3) from the Regulation of the Ministry of Religious Affairs no. 18 of 2015 concerning the Implementation of Umrah whose services are assisted by tourism companies that have obtained a business license from the Ministry. Examples of Hajj and Umrah travel Abu Tours & Travel Palembang is a business actor / organizer of Hajj and Umrah tours who already have a Business License from the Ministry of Religious Affairs. There are many prospective Umrah pilgrims from Indonesia who want to perform Umrah through various travel tours and umraoh, so this opportunity is widely used by fraudulent travel agencies. The emergence of problems regarding the services offered is not in accordance with the implementation of Umrah worship for consumers. Article 10 of the Ministry of Religious Affairs Regulation Number 18 of 2015 concerning the Implementation of Umrah Travel gives responsibility for services to Umrah pilgrims with the following conditions:

1) Tips for performing Umrah; 2) transportation of Umrah pilgrims; 3) the house and its infrastructure; 4) Health protection; and 6) administration and documentation of Umrah.

But often problems arise in the implementation of Umrah Umrah travel agencies regulated by Umrah travel agencies. In practice, Umrah pilgrims have paid a certain amount of money but when their schedule departs they have not received a call or in other words, money cannot be accounted for. On the other hand, consumers get services not in accordance with the agreement or offer in the brochure offered. For example, Umrah pilgrims do not get food services as promised during Umrah even though the agreed price includes food costs of Rp.22,000,000.00 (twenty-two million rupiah).

If reviewed from Law No.8 of 1999 concerning Consumer Protection, this Tour and travel business / company has defaulted on its actions because it has injured the promise of the original agreement. This problem occurs because the perpetrator does not appreciate the sale of buyer rights made by the perpetrator, it can be seen in the case between PT. Abu Tour and travel. Currently in Palembang City, as many as 1,661 Umrah pilgrims have been postponed by PT Abu Tours and travel in Palembang City (Hasanuddin, M., (2018).

Of the various problems both Travel between First Travel in the city of Jakarta and PT Abu Tour in the city of Palembang is an example that has been described above, namely the services provided by one of the Umrah travel companies in Indonesia still do not guarantee in accordance with legal agreements for consumers, therefore it is important to review the use and selection of travel for safety and related to Umrah travel planning. So it is important to have legal protection for consumers. It is hoped by Hajj and Umrah pilgrims that legal protection is the protection of honor and dignity and recognition of human rights in the hands of those who are harmed by the law based on the legal system from acts of default or default so that a set of rules or laws that can be used as guidelines to protect against irresponsible travel. For consumers, this means that the law provides legal protection against everything that results in the disrespect of consumer rights (Philipus M Hadjon., (1987). The purpose of this study is to provide awareness to the public to choose Umrah Tours and Travel that have a track record that can be accounted for and provide consumer protection for victims in order to reach mutually beneficial agreements.
RESEARCH METHODS

Research methods are used in solving problems that are empirical juridical. Juridical means Law using rules or matters related to problems, We first analyze secondary data and then analyze primary data from the field to solve empirical research questions. Soerjono Soekanto and Sri Mamudji, (1985). The approach uses legal approach/statutory approach, conceptual approach/conceptual approach/case approach. The process is based on the consideration of aspects related to the content of the results of judicial decisions with permanent legal force (Peter Mahmud Marzuki, (2005).

RESULTS AND DISCUSSION

1. Legal protection according to Law no. 8 of 1999 concerning Protection of consumers harmed by PT. Abu Tours & Travel in Palembang

The Consumer Protection Act aims to provide a strong legal framework to empower consumers by advising and educating consumers about non-governmental consumer protection organizations and the law. The effort is very important because it is not easy to convince economic agents that their economic value is actually aimed at obtaining maximum returns for capital. This principle may directly or indirectly harm the interests of consumers. (Ahmadi Miru and Sutarman Yodo, (2005).

a. Wanprestasi

Embodiment or what in Indonesian also called "performance" in contract law is defined as the performance of something written in a contract by the party who binds it, according to the performance according to the "terms" and "provisions", as stipulated in the relevant contract (Munir Fuady, (1999). The types of execution as stated in article 1234 of the Civil Code, namely: give something Do something. And do nothing. If a contract is concluded based on art. 1320 of the Civil Code, the contract provided for in paragraph 1 of Article 1338 of the Civil Code is also binding for the other parties. When a group does not do what was agreed upon, it is called a default.

Injury of promise (default or non-performance or also called breach of contract) is a failure to perform a job or task as specified in the relevant contract. Default has consequences for the right of the injured party to sue the party who committed the violation for compensation, so that according to the law it is expected that no one will be harmed as a result of the default or violation of the consumer. This default action can occur due to: failure in all agreed activities; This achievement alone is not enough; Finally got achievements; and doing what is prohibited or done by the Disability agreement could be intentional or unintentional. Without realizing it, this defect can occur because they cannot fulfill these things or are forced not to fulfill these things (Ahmadi Miru, (2007). In the implementation of the agreement that has been contracted, if a situation arises where the debtor (the obligated party) does not fulfill the implementation (obligation) which is not due to compelling circumstances, compensation will be asked from him (J. Satrio, (1992).

Factors that cause the termination of a contract agreement if several things occur, namely: the existence of a valid contract agreement (1320); the presence of errors (caused by negligence or intentional elements); the presence of restrictions; the presence of emptiness; risk transfer; and payment of court costs (if the matter goes to court). Default is a term of default based on the non-implementation of the debtor (Kartini Muljadi and Gunawan Widjaja, (2003).

Default can occur due to the fault of the business actor/debtor, either intentional or negligent, or due to force majeure/overmacht beyond the debtor's control. Therefore, a person who is declared negligent or in default can take the following forms, namely: 1) failure in the form of non-fulfillment of targets; 2) failure in the form of late completion of implementation; 3) failure to obtain satisfactory results.
Even if the defect takes the form of negative performance, in contract law it is a doctrine that presents itself as the "doctrine of great achievement". By we mean the teaching that one person does not know what he has done well, but if he has done good, then others will also know what he has done. However, if one of the parties does not perform its duties properly, it is considered that it has not performed the contract "substantially". Therefore, if substantial work has been done as stated in the contract concerned, then the doctrine of exclusion non-adimpleti contractus no longer applies, which is a doctrine that teaches that if one party does not do it, the other party must do it. Ahli (Dr. Munir Fuady., (2015).

b. Consequences of Default

The impact of controlled contributions is the following penalties: persons who use debts to pay bills from gifts (Article 1243 of the Civil Code); 2) When the connection is flexible. Consumers can request the violation of their obligations through the court (Article 1266 of the Civil Code); 3) in case of failure to fulfill the obligation to deliver something, the risk is transferred to the commercial entity (art. 1237 of the Civil Code); 4) the debtor is obliged to fulfill the contract, if he can still fulfill it or the forgiveness is accompanied by the payment of the debt. (article 1267 of the Civil Code). The default action caused the other party to be hurt. Because the third party becomes a victim due to default, the third party who defaults will be responsible for the reasons required by the consumer in the form of: a) just cancel the contract; b) cancellation of the contract accompanied by demands for payment, in the form of: fees, compensation and interest; c) only to complete the contract, whereas the payer only asks performance that can be done by business actors. As for compensation if it is not paid, there is a limit. The laws that determine the losses that must be paid by business actors to consumers who do not pay are as follows:

Losses that can be expected at the time the contract agreement is made. According to article 1247 of the Civil Code, a business actor is only required to pay debts that he actually received or that he could have foreseen at the end of the contract, unless he considers the fraud as the cause of the cancellation of the agreement; 2) Death is a direct result of non-payment of wages. According to article 1248 of the Civil Code, if the contract is not carried out due to fraud committed by business actors, then the compensation only includes penalties from loans and profits lost due to it, and only covers certain items. resulting in nullity in the agreement or non-performance of the contract; and 3) based on the unexpectedness of this unusual with sensory effects may constitute any outcome to be achieved by the Contract.

c. Legal protection according to Law no. 8 of 1999 concerning Consumer Protection for consumers who are harmed by PT. Abu Tours &Travel in the city of Palembang

The Consumer Protection Act aims to provide a strong legal framework for non-governmental consumer protection agencies and laws aimed at consumer empowerment through consumer advice and education. Strong efforts are important because it is not easy to convince those who carry out economic activities that the economic value is really to get the maximum profit that can be obtained from the capital. This principle may directly or indirectly harm the interests of consumers. It is difficult to limit the scope of consumer protection legislation to a single law. Consumer protection laws are often combined in various fields and branches of law, some call the name "consumer" (Shidarta., (2006).

The terms "consumer law" and "consumer protection law" are often heard. But it is not yet known what the contents of the two books are. Moreover, if the "branches" of the law are the same. M.J. said Diree: Of course both are legal products. However, in general, consumer law and consumer protection law are legal norms that ensure that deficiencies in individual consumer negotiations are recognized and that these deficiencies are not detailed. Dutch consumer expert Hondius concludes that jurists generally agree to define consumers as end users of goods and services (uitendelijke user van goederen en diesten) (Hondius., (1986). Consumers are a group.
that is vulnerable to exploitation by business actors. The position of the buyer/consumer is weak, the law will protect it. One of the characteristics and responsibilities of the law is to provide the association with a sense of safety. (Celina Tri Siwi Kristiyanti., (2009).

Law Number 8 of 1999 concerning Consumer Protection is a law that aims to protect consumers. Section 1(1) of the Consumer Protection Act no. 8 of 1999 defines consumer protection as a contract capable of providing consumer protection. Consumer protection is essentially legal protection of consumer rights. It is generally known that there are four main consumer rights, namely 1) Security rights; 2) the right to receive information/communication rights; 3) the right to vote; 4) Rights of receiving goods. These four fundamental rights are universally recognized. During its development, consumer groups within the International Consumer Organization (IOCU) added many other rights, including the right to consumer education, the right to wages, and the right to access to adequate and healthy housing. (IOCU., (1982).

Article 4 of Law Number 8 of 1999 concerning Consumer Protection regulates consumer rights: The right to comfort, safety and security when consuming products and/or services 2) The right to choose the products and/or services and access to such products and/or services which may be changed at any time in terms of prices, existing warranties and guarantees; 3) The right to receive true, clear and accurate information about the terms and conditions and guarantees of products and/or services; 4) The right to express opinions and complaints regarding the products and/or services used; 5) Consumer protection, defense and dispute resolution rights; 6) The right to receive consumer advice and education; 7) The right to receive fair and reasonable treatment or services and the right not to be discriminated against 8) The right to cancel, return and/or exchange goods and/or services received if they are not or should not be in conformity; with the contract.

Anti-authoritarian groups are responsible. Customer service is defined in article 5 of Law No. 8 of 1999 concerning Consumer Protection, namely: Read or follow product or service user instructions and information systems to ensure safety and security. 2) a promise to complete the purchase of a product or service; 3) Payment at the agreed exchange rate; 4) Take appropriate remedies for consumer protection disputes. In trade, economic entities have rights that are granted and respected by other trading entities, such as consumers. These rights are consistent with business obligations that must be respected and enforced. In implementing this, businesses and consumers have the same rights and obligations. The rights of commercial enterprises referred to in Article 6 of the "Protection of Consumer Rights" Law: 1) The right to payment in accordance with the contractual agreements regarding the terms of exchange and the value of the goods and/or services exchanged; 2) the right to legal protection against consumer misconduct or other acts; 3) The right to self-defense and the legal resolution of consumer disputes; 4) The right to correct the name if it is legally agreed that the products and/or services do not cause damage to the customers of both parties; 5) Other rights regulated by law.

The ABU tournament and travel services for travelers related to this study related to consumer protection № 8, 1999 Consumer protection act: 1) good things; 2) PT for Abu and Reich "Umrah" must provide specific, precise and honorable information about data and guarantees and ensure their use; 3) Umrah participants Provide fair, honest and non-discriminatory service to customers. 4) Ensure the quality of goods and services provided to consumers in accordance with the standards applicable to such goods and/or services in society; 5) provide customers with the opportunity to learn the basis or experience of the performance of previous business entities or to test products and provide guarantees or warranties for services advertised in advertisements or brochures distributed to the public; 6) Provides compensation for UMR consumers for consumers who do not use appropriate products and / or services. 7) Receipt or compensation does not meet the contract.

If the consumer suffers losses for goods paid by consumers at PT Abu Tour and travel due to negligence in their work or because of one of their obligations as referred to in Article 7 of Law Number 8 of 1999 concerning Consumer Protection, then the business actor is in good faith and must compensate the consumer and be responsible for all services that are negligent to the
consumer regarding any service products that have been previously promised. On the other hand, according to Ernest Barker, in order for consumer rights to be perfect, they must meet three conditions, including: 1) the right is necessary for human development, 2) the community receives the right and the right is declared in accordance with the agreement in the contract agreement; 3) In the treaty has been protected by law and guaranteed by the state. If these three conditions are negligent and not fulfilled, then consumer rights are not absolute rights but false rights.

Consumer protection laws were not enacted to permanently punish businesses. Rather, consumer protection can support the creation of a good business environment that supports the creation of companies that can compete by providing better products or services. Therefore, the provisions of Chapter IV in Law No. 8 of 1999 concerning Legal Protection, Articles 8 to 17, list prohibited acts in trade or business business. A business ban means that the products or services distributed in the community are fit for sale and the company is not allowed to advertise them in advertisements, brochures, offers, etc. We aim to demonstrate the reliability and credibility of the information provided. (Nurmandjito., 2000). The purpose of this law is to try to create a good business environment. This is a form of consumer protection, the restriction is to ensure the products produced by manufacturers are safe and healthy.

2. Legal responsibility carried out by business actors of PT. Abu Tour and Umrah Travel to Umrah consumers so that it does not happen again to other business actors

a. Responsibilities of business actors PT. Abu Tour and Umrah Travel to Umrah consumers

Producers, like business actors, Responsible for participating in the creation and maintenance of a good business environment to support the overall development of the national economy. Therefore, the manufacturer is responsible for fulfilling such duties and obligations, First of all by applying legal principles and respecting the qualities and culture of the people involved in the business. Business ethics is a guide for every business. Business Principles - You may not be able to use business, but you need to understand business principles when developing. Therefore, business actors must strive to ensure that their businesses contribute to the development of society as a whole. The role of business actors is always in good faith in carrying out their activities Article 7 paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection means that business actors have good intentions and participate in creating good climate in their efforts to support national development. This is definitely a public role taken by an actor.

Many provisions in the Consumer Protection Law attempt to encourage business actors to behave conducive to the success of national economic development, especially in the commercial sector. For violations against the Company, it falls under restriction as a broken law. It is important to say that this command is necessary, since the positive nature of social situations requires gravity and stability. Therefore, restrictions are a tool to restore the situation as it was when damage occurred and as a preventive tool for other entrepreneurs so that the same thing does not happen again. In case of violating the law, The tour and travel companies of First Travel and PT Abu Tour and Travel are business players in the field of Umrah companions. For enterprises, in addition to the obligations of enterprises described above, the prohibitions provided for in articles 8-17 of Law no. 8 of 1999 "On the protection of consumer rights".

Article 8 of Law no. 8 of 1999 "On the protection of consumer rights" regulates prohibitions of a general nature, which can be divided into two types: imposed on commercial entities, In particular: 1) Prohibitions regarding the product itself that does not meet the requirements and standards suitable for consumption or use by consumers; 2) Prohibition of providing consumers with false, inconsistent or misleading information; The conditions required for this second prohibition include violations committed by business actors in terms of registration. In addition to the rights and obligations of businesses that require attention, there are also responsibilities that businesses have as part of integrating business activities.

Therefore, companies should always be cautious when making promises to their customers about the products/services they offer. Compensation for business actors for consumer losses is
regulated in Law Number 8 of 1999 concerning Consumer Protection which is specifically regulated from Article 19 to Article 28. In other words, it is the principle of paying a price for mistakes and the principle that society must take legal responsibility if a mistake is made. This principle is a universal principle that applies to criminal and civil law. In Civil Code 1365, 1366 and 1366, also in Civil Code 1365 focuses on four points, namely: 1) there is something; 2) there is an error; 3) there are losses suffered; and 4) the relationship between error and loss. By error we mean negative. The concept of ‘rights’ contradicts not only the law but also the good of society. This principle of liability is generally accepted because it is beneficial for the wrongdoer to compensate the injured party for his or her losses. In other words, it is unfair for innocent people to bear the burden of harm caused by others. Regarding the distribution of the burden of proof, This rule follows the provisions of Article 163 or 283 of the Civil Act and Article 1865 of the Civil Act. It is explained that anyone who claims to have a right must prove that the right exists or arises. The above rule is especially in accordance with the general declaration of the law of the procedure, in particular in accordance with the general declaration of the adult ettertem or in accordance with the principle of equal principles of the parties.

b. Claim Damages

The law provides provisions regarding what is meant by indemnity. This provision is a limitation on what can be claimed for damages. Thus, negligent business actors are always protected by law against consumers. The foregoing is clearly mentioned in Article 1247 of the Civil Code which states that "The consumer may sue and demand payment with actual interest or has been able to foresee the termination of the contract, except in the event of non-performance of the contract due to fraud." Furthermore, article 1248 further elaborates which states that "Notwithstanding the right of the agreement is due to fraud committed by the business actor, then the reimbursement of the debt, death and interest alone shall be considered for the losses suffered by the debtor. Business actors and their profits are the only component of these causes and discrepancies.

Therefore, compensation is limited, covering only foreseeable losses that were the cause of the default. And the provisions contained in the law, namely Law No. 8 of 1999 concerning Consumer Protection. In some cases, travel agents who fail to meet their commitments may be subject to legal sanctions, such as administrative fines or cancellation of work permits. Therefore, customers should check the background or track record of their chosen travel company’s tour and travel business and ensure that the company is functioning according to consumer needs. In the case of First Travel in Jakarta and PT Abu Tour and Travel in Palembang, It has been shown that legal protection of consumers affected by travel agencies can ensure the resolution of disputes between consumers and businesses.

c. Defalt resolution effort through the consumer Dispute Resolution Agendcy

What is unfortunate is that the travel agency First Travel in the city of Jakarta and PT Abu Tour and travel in the city of Palembang did not keep their promises to guarantee that their customers failed to carry out the Umrah pilgrimage. When the agreement occurs, the customer pays a low price that does not match the price in general in other travel. However, it offers the same facilities, once agreed at the beginning. The travel agency defaulted because of its negligence towards consumers who felt aggrieved. Based on Article 4 of Law Number 8 of 1999 concerning Consumer Protection, consumers have a number of rights, namely the right to safety, security, and comfort in using travel agency services. Because the travel agency has been negligent and the consumer is harmed because of the negligence, the travel agency will provide compensation in accordance with Article 7 of the Consumer Protection Law document stating that the consumer, namely the travel agency, is obliged to pay the fee.

Rewards for services received or not used as agreed. Furthermore, if consumers do not receive a sense of satisfaction in using the services of a travel agency. In this case, the critical behavior of consumers complaining about dissatisfaction with the waiter can be: 1) Asking for clarification or complaints and dispute resolution to the travel agency. By conveying complaints and complaints about dissatisfaction with its services, and at the same time educating other
consumers; and 2) if the complaint to the travel agency is not responded to or if there is a response but the problem has not been resolved, the consumer may seek third-party assistance to resolve the issue. The third party concerned is: the local Consumer Dispute Resolution Agency. To protect their rights, consumers can use two ways, including: dispute resolution through adversarial and non-adversarial means based on article 4 e of Law No. 8 of 1999 concerning Consumer protection, consumers have the right to support consumers' support, litigation protection and resolution.

d. Non-litigation dispute resolution

The companies have an obligation to compensate First Travel in Jakarta customers and can claim damages and losses suffered at PT Abu Tour Travel in Palembang. Such compensation may be in the form of a refund or replacement of goods or services of the same or equivalent value, medical assistance and compensation in accordance with applicable laws and regulations. Regarding efforts to obtain compensation made against First travel and PT Abu Tour and Travel, it was carried out through the negotiation stage, namely the lack of legal documents to resolve disputes inside or outside the court. If a problem is resolved properly but does not work, the first step that must be done is to collect evidence showing that the problem was ignored or other reasons for the negligence of Tour and travel, according to Article 23 of Law No.8 of 1999 concerning Consumer Protection, business actors who refuse or do not respond and pay consumer requests can be sued by the Consumer Protection Agency if submitted to court. In terms of procedures through the Consumer Dispute Resolution Center, sourced from Article 45 paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection explains and any aggrieved consumer may file a multiparty lawsuit against the settlement company. Disputes between buyers and sellers are responsible for resolving disputes between buyers and sellers, if they have not reached an agreement can be submitted by in court and public affairs. The authority of the Consumer Dispute Resolution Agency is regulated in Article 52 of this letter, namely its duties and authorities, namely handling and resolving customer disputes, through arbitration or agreement. These three ways of settlement are not carried out in stages, but the parties must agree. The disputing party must choose one of the three ways. After the parties agree to choose the way to resolve the dispute, A consumer dispute resolution organization will issue a legal product. This is regulated by the order of the Minister of Industry and Trade of the Republic of Indonesia. Number 350 / Kep / 12/2001 concerning the implementation of the role and authority of the Consumer Dispute Settlement Agency in Article 4 paragraph (1) and the settlement of consumer disputes by the Consumer Dispute Settlement Agency through conciliation, mediation, or arbitration carried out on the basis of the agreement of the parties involved. Once the parties agree on how to resolve the dispute, the consumer dispute resolution body will issue a legal product. The legal product for the parties who choose the communication process or the agreement process is in the form of strict decision, while the parties agree to choose the arbitration process in the form of decision.

CONCLUSION

The business sector is one type of the many types of businesses whose activities include services that are not visible to the naked eye. Hopefully, through community service efforts we can provide benefits to others. A service business can be defined as a company that sells the services it produces, with the aim of meeting customer needs and making a profit. At the time of execution of the contract, if a situation arises that the business actor does not fulfill the duties due to difficult circumstances, it will be required of him. If the buyer suffers losses for goods paid by consumers to PT Abu Tour and Travel due to negligence or due to one of the duties as referred to in the consumer protection law, then the business actor in good faith and must compensate the consumer and pay all negligent obligations to consumers regarding products that have been agreed in advance for work. Disputes between businesses and consumers are responsible for resolving their problems, and if they don't reach an agreement, they can send them to court and public proceedings. Authority of the Consumer Dispute Resolution Office its duties and authorities, namely the management and resolution of disputes with consumers, through arbitration or
agreement. These three steps are not carried out gradually, but others will agree. Contestants will choose one of the three options. Once the parties agree on how to resolve the dispute, the consumer dispute resolution body will issue a legal product.

**BIBLIOGRAPHY**


Nurmandjito, 2000, *Readiness of Laws and Regulations on Protection Consumers in Indonesia*, in Husni Syawali and Neni Sri Imaniyati, editors of "Law


