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Implications of the Contract Freedom Principle and Legal Consequences of Standard Contract Which Detrimental to Debtors of Bank Syariah Indonesia (BSI) Makassar

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Abstract

The objectives of the study were as follows: 1) To determine how the freedom of contract principle is affected by the implementation of standard contracts; 2) To determine the legal repercussions of standard contracts whose terms are unfavorable to the debtor or consumer. This kind of research consisted of normative legal research or research conducted in libraries. The study made use of qualitative analysis by elaborating on the previously collected data through the use of words or statements. The implication of the principle of freedom of contract in the implementation of a standard contract is determined as a written condition in a form. This condition is then duplicated in a certain amount according to the requirements of the situation. Because of the preceding, customers are unable to negotiate the terms of the agreement because these forms are then provided to customers in mass quantities, even though the conditions outlined on each form are unique from those outlined on the other forms. To phrase it another way, consumers do not have the same level of bargaining power as producers or creditors; The legal consequences of standard contracts whose contents are detrimental to the debtor/consumer because at the beginning of making/composing the agreement the creditor/producer did not involve the customer in making/composing the

agreement so that they had no other choice; The as a consequence of this, several aspects of the standard agreement are regarded as conflicting with the rights of the debtor or consumer. These aspects are as follows: (1) The content, terms, and conditions are determined unilaterally; (2) the contents of the agreement are not known about the legal impact and consequences; (3) the bank is more dominant in the agreement; (4) Conditions are forced in the agreement.

Keywords: Freedom of Contract; Legal Consequences; Standard Contract; Bank Syariah Indonesia

Abstrak

Tujuan penelitian adalah sebagai berikut: 1) Untuk mengetahui bagaimana prinsip kebebasan berkontrak dipengaruhi oleh penerapan kontrak baku; 2) Untuk menentukan akibat hukum dari kontrak baku yang persyaratannya tidak menguntungkan debitur atau konsumen. Jenis penelitian ini terdiri dari penelitian hukum normatif atau penelitian yang dilakukan di perpustakaan. Penelitian ini menggunakan analisis kualitatif dengan mengelaborasi data yang dikumpulkan sebelumnya melalui penggunaan kata-kata atau pernyataan. Implikasi asas kebebasan berkontrak dalam pelaksanaan kontrak baku ditentukan sebagai syarat tertulis dalam suatu bentuk formulir. Kondisi ini kemudian digandakan dalam jumlah tertentu sesuai dengan kebutuhan. Karena hal tersebut di atas, pelanggan tidak dapat menegosiasikan ketentuan perjanjian karena formulir ini kemudian diberikan kepada pelanggan dalam jumlah massal, meskipun kondisi yang diuraikan pada setiap formulir berbeda dengan yang diuraikan pada formulir lainnya. Dengan kata lain, konsumen tidak memiliki tingkat daya tawar yang sama dengan produsen atau kreditor; Akibat hukum kontrak baku yang isinya merugikan debitur/konsumen karena pada awal pembuatan/perjanjian tersebut kreditur/produsen tidak melibatkan nasabah dalam pembuatan perjanjian tersebut sehingga tidak ada pilihan lain; Konsekuensinya, beberapa aspek perjanjian baku dianggap bertentangan dengan hak debitur atau konsumen. Aspek-aspek tersebut adalah sebagai berikut: (1) Isi, syarat dan ketentuan ditentukan secara sepihak; (2) isi perjanjian tidak diketahui dampak dan akibat hukumnya; (3) bank lebih dominan dalam perjanjian; (4) Syarat-syarat yang dipaksakan dalam perjanjian.

Kata Kunci: Kebebasan Kontrak; Akibat Hukum; Kontrak Baku; Bank Syariah Indonesia

Introduction

Contracts are governed by Book III of the Civil Code, which is also referred to as the Burgelijke Wetboek (BW) on Engagement in Dutch. This book provides the legal foundation for their use in Indonesia. People in carrying out their responsibilities are influenced by several principles adopted from the Dutch as the origin of the law that applies in Indonesia, one of which is the principle of freedom of contract. The law of engagement as we know it is influenced by the legal culture of the Netherlands as well as other European nations. As a result of this influence, the law of engagement came to be. The idea that everyone is in the same position in terms of their economic, social, and other circumstances is supported by the freedom of contract principle (equality before the law). As a component of the European liberal tradition, this understanding is still ingrained in the process of contract formation. However, in practice, the position and position in a contract do not always share the same relationship with the parties' respective interests. This indicates that there are variations in the contracts that are built.

Conceptually, the mechanism and requirements for the preparation of contracts made between the bank and the customer according to the framework contained in Article 1320 of the Criminal Code, are done to ensure that there is no discrimination between the position of the bank and the position of the customer in the contract made to bind themselves in a written contract. Article 1320 of the Civil Code stipulates that for a contract to be legally binding on both parties, there must be an agreement from those parties that they are willing to be bound by the terms of the contract. The interpretation of the meaning of Article 1230 of the Civil Code can also be linked systematically to Article 1338 of the Civil Code as the concept of freedom of contract. This freedom of contract concept states that anyone who wants to make or make an agreement is free to determine the form and content of the desired contract. This indicates that the principle of freedom of contract can be implemented by the desires of the parties and that they can determine the desired position without any significant differences in position existing between them.

The implications that can arise as a result of a standard contract against the debtor are very risky when compared to the risk experienced by the creditor; it can even cause losses. For instance, money transfer services may indicate on the back of the delivery form that if there is a delivery error, the debtor or customer will be responsible for paying for it. Similarly, if there is a possibility of a delay in transportation, it is the carrier's responsibility, and there are many contractual practices that can still have an effect or have implications for the debtor's loss. Even Pitlo makes mention of the fact that the standard agreement is coercive because there is no longer any freedom, and as a result, the weak are forced to accept it because they are unable to do anything

else. According to the belief of Stein, the foundation for the legality of a standard agreement is the fiction of mutual trust, which means that the parties to the agreement have no genuine freedom of will, particularly the debtor.[1]

If you look back at the principles of the agreement according to Islamic law, it is possible to see that the absence of freedom in the contract includes violating the principle of freedom of contract, which is known as *mabda' hurriyyah at-ta' aqud* in Arabic. This can be seen by basing your understanding on the description of the standard agreement that was provided earlier in this article. Based on the principle of freedom of contract, the parties to the contract must have a consensual basis or willingness between each party, there should be no pressure, coercion, fraud, or misstatements, and there should not be any ambiguity in the terms of the contract. This assertion is founded on the text of the Holy Scripture found in Qs. An-Nisa: 29, which states that:

> You who have believed, do not falsely eat each other's property, except through the means of commerce, which is done consensually among yourselves, and do not kill yourselves. Indeed, Allah is the Most Merciful to those who repent (QS. An-Nisa, 29).

Legally and formally, the use of standard contracts is not regulated in any regulations; this includes both the Civil Code and the Commercial Code. As a result, the position of creditors and debtors is not commensurate with the risk that will be experienced if it occurs in the future due to the standard contract. This kind of research was known as normative legal research, normative legal research, or library research (Library Research). This is research that looks at document studies, specifically making use of a variety of secondary data like legislation, court decisions, legal theory, and so on. It can also take the form of the opinions of academics. This type of normative research makes use of qualitative analysis, which consists of describing the previously gathered information in the form of words or statements rather than using numerical values. Both primary and secondary legal sources were utilized to compile the materials and data for this study. The primary legal materials included statutory regulations and judicial decisions. Other types of legal materials included court decisions and judicial opinions. The Civil Code, the Commercial Code, and the Consumer Protection Act are the primary legal resources that the author draws from to support their arguments in this writing. In the meantime, secondary legal material was defined as legal material that is not binding but explains primary legal material. Primary legal material is the result of processed opinions or thoughts of experts who study a particular field in particular, and it will provide clues as to where the researcher will lead. However, secondary legal material does not have the same weight as primary

[1] Alamsyah, Klausula Eksemsi Dalam Kontrak Baku Syariah, 2015

legal material.

Tertiary legal materials are legal materials that support primary legal materials and secondary legal materials by providing an understanding and understanding of other legal materials. This can be accomplished by tertiary legal materials providing an understanding and understanding of other legal materials. The author makes use of various legal resources, such as dictionaries of legal terminology, encyclopedias, magazines, other forms of mass media, and the internet, among other places. To collect legal materials, inventory procedures and the identification of laws and regulations must first take place. After that, legal materials must be categorized and systematized by the research problems that must be solved. Therefore, the method of data collection utilized in this research is a study of the existing literature. Reading, analyzing, taking notes, and writing reviews of library materials that are relevant to the piece of literature that is being studied are all components of the literary study process. Activities carried out in the process of analyzing the data obtained from normative legal research using the data obtained in a descriptive qualitative analysis, also known as the analysis of data that cannot be calculated. After the legal materials have been obtained, they are talked about, analyzed, and organized into certain parts so that they can be processed into information data. This is done to arrive at conclusions to provide answers to the problems that were studied.

Agreement According to Islamic Law

The word for agreement in Arabic is *akad*.[2] The ties of *ijab* (statement of doing) and *qabul* (statement of accepting a bond), by the will of the shari'ah, affect the object of the engagement. *ijab* means "statement of doing" *qabul* means "statement of accepting a bond." The Encyclopedia of Islamic Law contains an explanation of this topic. Etymologically speaking (about language), the word *aqad* can mean a few different things, including[3] a) Binding, also known as ar-Aabthu, is the process of collecting the two ends of the rope and tying one of them with the other for it to continue as a piece of object in the future. b) Connection, also known as "*Aqdatun*," which is a connection that holds both ends and binds them together. c) Guarantee (*Al-Ahdu*), as described in the Holy Qur'an:

> Whoever is pious and keeps the promises he makes, then surely Allah loves those people who are pious. (Qs. Ali- Imran 3:37).[4]

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[2] Nasrun Harun, Fiqh Muamalah, (Jakarta: PT. Gaya Media Pratama, 2007).

[3] M. Ali Hasan, Berbagai Macam Transaksi Dalam Islam, (Jakarta: PT. Raja Grafindo Persada, 2003). p. 13

[4]Departemen Agama RI, Al-Quran dan Terjemahannya, (Badung: PT. Diponogoro, 2014), p. 59

The following is the word of God as found in Surah al-Maidah verse 1 of the Qur'an:

> You people who believe, make good on those agreements. You are permitted to have animals, except those whose names are read to you. (that is) by not using the act of performing Hajj as an excuse to go hunting. In truth, Allah fashions the law by His whims (QS. Al-Maidah:1).

Book III of the Civil Code recognizes two distinct categories of agreements: those that are commonly referred to by a specific name, and those that are not commonly referred to by a specific name. The difference between these two groups of agreements is not intended to differentiate between agreements that crop up in daily practice and make use of or are given certain names and those that do not. Rather, the distinction is between agreements that do not make use of or are given certain names. Named agreements are agreements that are specifically named and regulated in Book III of the Civil Code, titles V to title XVIII. This is what is meant by the term "named agreements." The term "so-named agreements" refers to contracts that are known by a particular name and have particular provisions outlined in the law. On the other hand, an agreement that has not been specifically regulated in the law is referred to as an unnamed agreement. The named agreement includes not only purchase and sale agreements, but also exchange, leasing, and chartering agreements, as well as other types of agreements.[5] To begin, there must be a word of the agreement for an agreement to be valid, as required by Article 1320 of the Civil Code, which states that there are four (four) conditions for the validity of an agreement. Both parties need to be in complete accord with every provision of the contract for it to be considered legally binding. In its most fundamental sense, an agreement can be understood as the coming together or synchronization of the wills of the parties involved in the agreement. If a person truly desires what they have agreed upon, then they are considered to have given their consent or agreement to the terms.[6]

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[5] Salim HS. 2005. *Perkembangan Hukum Jaminan di Indonesia.* Jakarta: PTRaja Grafindo Persada

[6]Mariam Darius Badrulzaman. "Perjanjian Buku (Standar); Perkembangannya di Indonesia" dalam Beberapa Guru Besar Berbicara Tentang Hukum dan Pendidikan hokum tanpa editor. Bandung; Penerbit Alumni, 2001:75.

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Thirdly, there is a definite thing. The existence of a certain thing is the third condition for the agreement to be considered legally binding. A certain thing is defined as something that can be ascertained (determinable). According to the requirements outlined in Article 1333 of the Civil Code, a contract needs to have a subject matter of which at least the type can be identified. An agreement needs to have a specific object, and it also needs to be about a specific thing (certainty of terms). This means that the rights and obligations of both parties are what is agreed upon in the agreement. At the very least, the category of goods for which the agreement is intended can be identified (determinable). According to the provisions of the Civil Code, the specific goods at issue do not need to be mentioned as long as it is possible to calculate or determine them at a later time. For instance, a contract stating that "tobacco will be harvested from a field within the following year" is enforceable.

The fourth point is the Halal Legal Cause. The presence of a lawful legal cause is the fourth and final condition that must be met for the agreement to be considered valid. If the subject of the agreement is something that violates laws, standards of decency, or the order of public life, then the agreement is null and void. For instance, since the purpose of a contract to murder another person is to achieve something that is prohibited by law, such a contract cannot be upheld. A cause is declared illegal if it goes against the law, standards of decency, and the order of public life, as stated in Article 1335 Jo 1337 of the Civil Code. The principle of freedom of contract is acknowledged by the Civil Code in paragraph one of article 1338, which states that all agreements are legally binding on the parties involved and are treated as laws. Historiographically speaking, the first paragraph of Article 1338 of the Civil Code reflects the type of consensus that existed at the time, which was based on the French Revolution. This consensus held that the individual is the foundation of all power. This viewpoint has repercussions, including the fact that individuals are also free to bind themselves

with other individuals, when and how they want the contract to occur based on a will that has the same binding power as law. The principle of contract freedom is limited in practice by Article 1320 of the Civil Code itself, which does this by establishing the conditions for the validity of the agreement, which must meet the following conditions to be considered valid: a) there is agreement or agreement between the parties; b) the ability to make agreements; c) the existence of certain objects; and d) there is a lawful legal cause.

Within the framework of the Indonesian legal system, there are two distinct types of sources of contract law, namely written and unwritten sources. The source of contracts that are written down is Book III of the Civil Code, whereas the source of contracts that are not written down is Customary Law. About Engagement (van Verbintenissen) is the title of Book III of the Dutch Civil Code, and it begins with Article 1233, which states that an engagement can originate from either a contract or from the law. This affirmation is important because contracts and laws are the primary sources of engagement that have very broad implications for the many different kinds of relationships and their implementation, especially in cases where sanctions are required.[7]

The scholars that came before Salim H.S. describe this kind of agreement in a slightly different way than Salim H.S. does. According to what is written in Salim H.S.'s book, the various kinds of contracts or agreements are as follows:[8] 1) Legally Binding Contracts Based on Available Sources A classification of contracts that takes into account where the contract was discovered is called a contract based on its legal source. Agreements (contracts) can be broken down into the following five categories: a. Obligatory agreements, also known as agreements that give rise to obligations; b. Agreements originating from the material, also known as those relating to the legal transfer of objects, such as the transfer of property rights; c. Obligatory agreements that are sourced from family law, such as marriage; d. Obligatory agreements originating from procedural law, also known as *bewijsovereenkomst*; 2) Enter into the agreement using his name.

According to Article 1319 BW and Article 1355 NBW, this classification is determined by the name of the agreement. Only two types of contracts, known as *nominated* (named) contracts and *innominate* (unnamed) contracts, are specifically mentioned by name in the legal texts Article 1319 BW and Article 1355 NBW (unnamed). In BW, a known contract is referred to as a nominee contract. Buying and selling, exchanging, leasing, entering into civil partnerships, grants, safekeeping of goods, borrowing and

[7]Subekti. *Pembinaan Hukum Nasional*. Alumni. Bandung. 1981, p. 13

[8]Salim H.S, Hukum Kontrak, Sinar Grafika, Jakarta. 2006:37-43

borrowing, granting power of attorney, guaranteeing debts, and reconciling are all part of the nominee contract. On the other hand, innominate contracts are contracts that come into existence, expand, and mature in society.

Implications of the Contract Freedom Principle in the Implementation of Standard Contracts

Regulations regarding financing in Islamic banking are contained in Article 1 paragraph (12) of Law no. 21 of 2008 concerning Islamic banking. This law states that financing is the provision of funds or equivalent claims in the form of a) profit-sharing transactions in the form of *mudharabah* and *musyarokah*; b) lease transactions in the form of *ijarah mutahiya bittaml*. Sharia banking regulations regulate specifically and further clarify the operations of Islamic banks. Sharia, as a result, the primary quality of a standard agreement is the capacity to provide fast (efficient) service for high-frequency transaction activities while simultaneously maintaining the ability to provide legal strength and certainty. (effective). The contents and conditions of the standard agreement must first be determined in writing in the form of a form for the standard agreement to be able to provide quick service. Once these have been determined, the form must be duplicated in a certain amount as needed. After that, these forms are made available to customers in mass quantities, regardless of the various conditions they may have.

Because of the aforementioned characteristics, customers are unable to negotiate the terms of the agreement and lose their ability to save money. To put it another way, consumers are not in the same position to bargain as producers. In many instances, the only options available to customers are to either accept the terms of the agreement that have been unilaterally established by the manufacturer or to reject those terms in their entirety. Contract duplication is intended to serve the demands of high-frequency (frequent and bulk) consumers, and it is one of the three actions that are carried out in a standard contract. 1) The contents of the contract have been set out in writing in the form of a duplicated form. 2) Contract duplication is intended to serve the demands of high-frequency (frequent and bulk) consumers. 3) Consumers, in many ways, occupy a lower bargaining position (transactional position) than producers.

Estimates can be made by both parties to determine their position regarding a counter standard, and these estimates can consist of a few different possibilities, including the following: 1) Transactions between private parties, in which one party decides the terms of the contract in advance and the other can only accept or reject it; for instance, a transaction between a seller of daily necessities and a buyer, in which the sales receipt typically contains a provision stating that the goods purchased cannot be exchanged or

returned; the terms of this transaction are determined univocally by the seller; 2) Transactions between businesses and private parties; in which one party decides the terms of the transaction and the other can only accept or (the creditor). 2) Civil law entities (private) with individuals, in which the contents of the contract are determined by the legal entity, while the opposing party can only accept or reject the contract in its entirety; an example of this type of agreement would be a credit agreement between a bank and its customer. 3) A public legal entity (the government) with a private legal entity, where the contents of the contract are determined by the government unidirectionally, while the opposing party can only accept or reject the entire contents of the contract completely. One example of this would be a contract for the construction of an automatic telephone installation in an area between Perum Telkom and another company. 4) The parties to the contract (typically an organization) should set the terms of the agreement forth in a written agreement, with the agreement specifying a form that should be used by the members of the organization. For instance, a work agreement in a company whose provisions are jointly decided upon by representatives of the organization representing the employees and representatives of the organization representing the company's employers. When both parties have reached a consensus on the terms of the agreement's contents, the document is copied and altered so that it can be used as the basis for a work contract between the employer and the employees. 5) Once the particulars of the agreement have been hammered out by a third party acting in the capacity of an expert, such as a notary or an attorney, the parties who have requested their services are presented with several different forms of agreements from which to choose. The use of efficient and effective standard agreements to minimize the possibility of taking on risks is slowly becoming followed by domestic companies of all sizes, from the largest to the smallest to the medium.

Today, you can find the use of standard agreements in transactions ranging from contracting out work on the construction of Presidential Instruction Elementary School buildings between the government and private contractors to leasing places for parking motorized vehicles in parking buildings. These types of agreements cover a wide range of topics and can be found in a variety of contexts. According to the author's observations, standard agreements have not only been utilized extensively within the private sector, but they are also frequently utilized by governments when they enter into agreements, both with private parties and between government agencies. This is the case regardless of whether the agreement is being utilized with a private party or within a government agency. It is even a possibility that the government was one of the pioneers in the development of standard agreements long before the private sector started using them. There is a condition or condition in a standard agreement, particularly a unilateral

standard agreement (adhesion contract), that attracts the attention of a significant number of experts in the field of Covenant Law. This condition or condition is the inclusion of an exoneration clause. certain events and circumstances that might take place in the future. An example of this would be the use of a form in an agreement between a customer and a bank regarding the transfer of money overseas. On the back of this form would be the following provisions: 1) The Bank will do everything in its power to put the application into action. However, the tire is exempt from liability for any losses that may result from the following: a) errors, mistakes, or a lack of clarity in filling out the transfer application form, which could lead to the form being misinterpreted by the bank; b) delays, defects, losses, and so on that are beyond the control of the bank and are caused by other agencies. 2) If the transfer is not picked up by the recipient, the amount of the transfer will be returned to the sender by the bank at the exchange rate that is in effect at the time of the return, with any overseas bank fees that may have been incurred being deducted first. After receiving a gift from the foreign bank in question, the bank will only be able to proceed with the withdrawal at that time. Even the express delivery agreement with PT. Pos Indonesia and the current account contain an exoneration clause in the following format:

Compensation: 1) The shipping fee is paid, but the port is deducted if the shipment is late because of a service error; 2) Shipments that are lost because of a service error are compensated with two times the shipping fee. In the first exoneration clause, the creditor's liability is limited if the loss occurs due to the fault of the debtor or a third party, but in the second exoneration clause, the creditor's liability is limited even if the loss is caused by the creditor's fault. This can be seen by comparing the two exoneration clauses and seeing how they compare to one another. Accordingly, as was discussed earlier, the exoneration clause may take the form of an exemption from the responsibility to bear risks in the form of limiting the liability of creditors that ranges from narrow to broad. In general, this type of exoneration clause can typically be discovered in standard unilateral agreements (adhesion contracts). On the other hand, it is not impossible for there to be reciprocal standard agreements as well as patterned standard agreements, even in ordinary agreements that are not standard.

Legal Consequences of Standard Contracts Which Detrimental to Debtors

The perpetrator may face legal repercussions as a result of an action taken to achieve a result that is governed by the law. The action that he takes is considered to be legal action, which can be defined as an action that is taken to achieve a result that is desired by a legal system. In the context of this conversation, legal action refers to the fact that there is financing in place

between the bank and the customer, as outlined in an agreement. The parties to the financing agreement want the agreement to be legally binding on them, and they also want the promised accomplishments to be realized as a result of the agreement. A standard agreement that can comply with the principles of sharia, allows the agreement to be legally binding on the parties and to be used as evidence for the parties to demonstrate that they have achieved compliance. It refers to the deal that was made. legal in the eyes of the law due to the absence of anything that could be considered illegal within its composition. The rules of *ushul fiqh*, which are a part of Islamic law and state that it is permissible to do anything unless there is evidence that it should not be done,

that everything can be done legally provided there is no express prohibition that forbids doing so and there are no laws against it. In the standard agreement on financing used in sharia banking, it is required that the agreement in terms of product distribution of funds be obliged to apply sharia principles. This obligation is included in the clause that states that sharia principles must be applied. On the other hand, during the process of implementation, the standard agreement is the essence of sharia principles in the form of equilibrium (*tawazun*). In actual practice, banks do not offer customers opportunities to provide opinions and suggestions when unilaterally drafting the agreement. As a result, the bank will likely make a clause that can only protect the bank and benefit the bank. By Islamic law, an agreement or contract can have one of three distinct types of legal repercussions: it can be a valid contract, it can be a facade contract, or it can be an invalid contract. Those individuals who enter into a contract are subject to the terms of the contract as if it were a sharia text. On the other hand, neither the facade contract nor the void contract can ever be put into effect, and neither one has any bearing on the legal standing of the parties who agreed.

The emergence of standard agreements can be traced back to the socioeconomic conditions of the world at the time. Large corporations and government agencies enter into cooperative arrangements within an organization, and to protect their respective interests, the conditions are decided upon unilaterally. The adversary is typically in a weak position, either as a result of his position or as a result of his ignorance, since he will only accept what is offered. The use of standard agreements is the preference of business owners because doing so will allow them to save money, time, and energy while increasing their productivity. A clause that allows one party to avoid fulfilling its obligations by paying full or limited compensation when this occurs as a result of a broken promise or an unlawful act is known as an exoneration clause. This type of clause is typically included in legal contracts. This exoneration clause can take effect at the discretion of one party, as stated

in the agreement, either singly or collectively. These bulk ones have been prepared in advance and reproduced in the form of a form known as a standard agreement. The term "standard agreement" also refers to the agreement itself. For instance, the condition or condition of the customer who is pressed by certain circumstances so that they need the services of the bank so that in such circumstances the bank can take advantage of the condition of the debtor or even the bank does not explain the services that are offered and the risks that may occur in such situations.

In reality, actions that are proportional, appropriate, and balanced between the rights and obligations of each person make up the principle of justice. On the other hand, the principle of fairness requires one to take into account the conditions that currently exist in society regarding morals and customs. Because the credit agreement clause contains an apparent dominant element, which means that the contents of the agreement are drawn up unilaterally, the principle of justice prohibits credit agreements that require the debtor to comply with the rules made in the agreement clause. This is because the principle of justice is based on the idea that justice should be done fairly. Banks are required to base their designing, formulating, and stipulating of standard form credit agreements on the provisions concerning the prohibition of containing a clause stating the transfer of responsibility; declaring that the customer is subject to new, additional, continued, and/or changes made unilaterally by the bank during the customer's use of bank credit; granting power of attorney from the customer to the bank, either directly or indirectly, to take all unilateral actions on the goods pledged by the customer, unless the unilateral action is carried out based on the laws and regulations; stating that the customer authorizes the bank for the imposition of a mortgage, lien, or other encumbrance on the goods.

The bank determines the terms of standard credit agreements without the involvement of the customer in the decision-making process. As a result, the customer is left with only two options: to accept or decline the terms of the agreement that has been prepared by the bank. Even though the customer was not included in the process of drafting the credit agreement, the customer still accepts it. This is because the customer, in their role as the recipient of credit assistance, requires the services of the bank. However, there are a few things that are considered to conflict with the rights of customers as consumers in credit agreements. These things are as follows: a) The content, terms, and conditions are determined unilaterally; b) the contents of the agreement are not known for their legal impact and consequences; c) the bank has a more dominant role in the agreement, and d) conditions and circumstances are forced into the agreement.

The UUPK will regulate standard clauses based on the following points, which are informed by the background provided by the four points mentioned

above: Article 18 paragraph (4). 1) It is forbidden for business actors to make or include standard clauses in any document or agreement when offering goods and/or services that are intended for trading. 2) It is forbidden for business actors to include standard clauses whose location or shape makes them difficult to see or read clearly, or whose disclosures are difficult to comprehend if these clauses are part of a contract. 3) The law declares invalid and unenforceable any standard clause that has been determined by the business actor to be included in the document or agreement and that satisfies the provisions that have been referred to in paragraphs 1 and 2. 4) Entities engaged in commercial activity are required to modify any standard clauses that conflict with this law.

The clauses that were made in the standard agreement have been stipulated by UUPK as a form of the violation; however, they still exist today and have the potential to cause damage to customers. If a bank decides to enforce a credit agreement against a customer, there are a few things that must be taken into consideration to reduce the amount of financial hardship that the customer is forced to endure. These include the following items: 1) Remind customers of the essential aspects of the agreement clause that need to be taken into consideration. 2) The notification is carried out as quickly as is practicable. 3) The content of important clauses should be written in sentences that are straightforward to comprehend. It is hoped that the legal protection provided to customers will be further optimized with the help of cooperative efforts on the part of banks and their customers, particularly in the case of standard agreements concerning credit or financing, as well as the opening of accounts at banks. This will help to reduce the likelihood of drawn-out legal battles in the future.

The most important thing is for the customer and the bank to work together to understand each other's positions in the credit agreement. This will help to reduce the number of instances in which a dispute arises and will also allow for the customer's legal protection to be maximized if a dispute does arise in the future. For instance, one day a person opens an account at a bank, does laundry at a laundromat, or sends a letter via express deposit, without realizing that the person is bound by a standard agreement, and the following day the person receives a letter from the express deposit service. They will receive a checking account agreement form from bank employees, and from their express deposit as creditors, they will be given a receipt that contains a standard agreement. Both of these items will be given to them. The forms come in a variety of formats; some of them are lengthy and take up an entire folio sheet, while others are shorter than that. Because of the small type, it is sometimes necessary to wear glasses to read the letters. This makes things worse for the debtor or the consumer, but it is something that will inevitably occur because, in principle, the standard contract agreement does not

recognize the existence of bargaining in the sense that it accepts the agreement made in the agreement or does not accept it (take or leave it).

Concluding Remarks

The implication of the principle of freedom of contract in the process of putting into practice a standard contract is determined in advance as a written requirement in the form of a form, which is then duplicated in a certain amount according to the requirements of the situation. Because of the preceding, customers are unable to negotiate the terms of the agreement because these forms are then provided to customers in mass quantities, even though the conditions outlined on each form are unique from those outlined on the other forms. To phrase it another way, consumers do not have the same level of bargaining power as producers or creditors. The only options available to customers are to agree with or disagree with the terms of the producer's unilaterally determined agreement in its entirety and its entirety only, without taking into account the repercussions that will occur in the future.

The legal repercussions of standard contracts, the contents of which are unfavorable to the debtor or the consumer, are so because the creditor or the producer did not involve the customer or the consumer in the initial stages of making or composing the agreement. As a result, the customer or the consumer had no choice but to accept or reject the agreement that had been prepared for them. However, even though the customer or the consumer was not involved in drafting the agreement, the customer still accepts it. As a consequence of this, there are several aspects of the standard agreement that are regarded as conflicting with the rights of the debtor or consumer. These aspects are as follows: a) The content, terms, and conditions are determined unilaterally; b) the contents of the agreement are not known about the legal impact and consequences; c) the bank is more dominant in the agreement; d) the agreement is forced to include certain conditions and circumstances.

The following are some of the suggestions that can be made: 1) The parties should negotiate in advance how and what will be agreed upon and regulated in an agreement as understood by the principle of freedom of contract so that the parties can express their interests in an initial agreement and then put it into an agreement; 2) The parties should negotiate in advance how and what will be agreed and regulated in an agreement as understood by the principle of freedom of contract; 3) The parties should negotiate in advance how and what 2) It is in the best interest of both parties to give some thought to the potential legal ramifications of entering into a standard contract. This is because a standard contract is only drafted with the interests of the creditor/producer in mind, and none of the clauses in the agreement take into account the legal interests of the debtor/consumer. Because of this, it is in the

parties' best interest to give some thought to the potential legal ramifications of entering into a standard

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