

## **THE EXONERATION CLAUSES IN PARKING PRACTICES: A REVIEW FROM THE PRINCIPLE OF PROPORTIONALITY AND INCLUSIVE LAW**

**Herbert Petrus Wiro Simbolon<sup>1</sup>, I Gede Agus Kurniawan<sup>2</sup>**

Universitas Pendidikan Nasional

<sup>1</sup>e-mail: [herbert.simbolon@gmail.com](mailto:herbert.simbolon@gmail.com)

<sup>2</sup>e-mail: [gedeaguskurniawan@undiknas.ac.id](mailto:gedeaguskurniawan@undiknas.ac.id)\*

### **Abstract**

*This research focuses on the analysis of exoneration clauses in parking practices from the perspective of proportionality and inclusive law perspectives. This research is a normative legal research with a concept, case, and statutory approach. The results of the study confirm that exoneration clauses in parking practices are usually not in accordance with the principle of proportionality because they ignore the substance in various court decisions where one of the substances is the exoneration clause should not be a means to "escape" from the responsibility of the parking manager because as stated in MA Decision No. 3416/Pdt/1985 parking practices are constructed as goods safekeeping agreements and the existence of an exoneration clause does not eliminate the responsibility of the parking manager to safeguard the goods deposited as long as it can be proven without any intention or negligence by the parking manager. Therefore, in the future the principle of proportionality can serve as a guide as well as a tester for the substance of the exoneration clause in parking practices. Furthermore, an inclusive legal perspective with regard to exoneration clauses in parking practices, in fact, exoneration clauses in parking practices is contrary to the spirit of prophetic law which emphasizes balanced legal relations and relations between parking managers and parking users as consumers. For this reason, to overcome the existence of an exoneration clause in parking practices is to involve the role of the regions in formulating a Regional Regulation which states that the exoneration clause in parking practices with the substance of business actors, namely the parking manager, is not responsible for losses suffered by consumers, namely parking users, is null and void by law. and can be accompanied as in the provisions of the PK Law.*

**Keywords:** *Proportionality Principle; Inclusive Law; Exoneration Clause; Parking Practices.*

### **INTRODUCTION**

The practice of parking is common in various fields in everyday life (Richi Demichel Johannes, Irawan, 2022). That is because parking is a means of entrusting transportation equipment which is usually used as a means of community mobility in various daily activities (Ida Bagus Panji Winangun, 2022). Thus, the importance of parking is actually in line with the mobility needs of people who use vehicles, so vehicles need to be stored in parking lots (Nisa et al., 2022). Parking is

also relevant to the use of private vehicles, which Indonesian people mainly use. The private vehicles commonly used by Indonesian people, in general, are motorbikes and cars.

According to data from *Korps Lalu Lintas Polri*, until early 2023, the number of motorized vehicles reached 152,565,905 units, so almost half of Indonesia's population owns vehicles (R. Kurniawan, 2023). From this data, 83.27% were motorcycles, namely 126.99 million units (CNN Indonesia, 2023). Of



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the number of private vehicles, especially with the number of motorcycles which reached 126.99 million units at the beginning of 2023, it is recognized that the greater the number of private vehicles, the more urgent it is for a parking space so that parking businesses mushroom in various places in Indonesia (Sadya, 2023). Therefore, the proliferation of various parking lots in Indonesia is a consequence of the large number of private vehicles owned by Indonesian people. This research focuses on public parking lots, such as those found in markets and parking provided at certain events, which are managed perfunctory and are not mall parking lots or royal places managed professionally.

The practice of parking in a legal context is a civil law relationship (Syalom W.J. Gerungan, Anna Wahongan, 2022). Civil law relations are legal relations that are private between one legal subject and another legal subject (Sari, 2020). In parking, specifically, the legal relationship between service providers and consumers (Bagus Imam Faisal, Siwi Widia Dara, St. Ika Noerwulan Fraja, 2020). Parking managers are business actors or service providers who enter into agreements with parking users as consumers (Silalahi, 2021). From this legal relationship, the law aims to maintain the relationship between parking business actors and parking users as consumers so that they harmoniously and proportionately maintain each party's rights and obligations (Field, 2016).

In parking practices, clauses or provisions sometimes state that parking managers are not responsible for damage, loss, and other harmful impacts experienced by parking users as

consumers. This kind of clause in consumer protection law is called an exoneration clause (Putri, 2021). Exoneration clauses are generally understood as clauses that limit or absolve one of the parties' responsibilities in a legal relationship. Moreover, the provisions of Article 18 of Law No. 8 of 1999 concerning Consumer Protection (UU PK) explained that there is a prohibition on exoneration clauses in standard agreements. From the problem description, this research is oriented toward analyzing exoneration clauses in parking practices in terms of the principle of proportionality and an inclusive legal perspective. The principle of proportionality is used as an "analytical knife" for exoneration clauses in parking practices because the principle of proportionality emphasizes a fair and proper relationship in the legal relationship between parking managers and parking users. An inclusive legal perspective is used to "enlighten" the problem of exoneration clauses in parking practices, especially in the position of parking users who are considered "lower" when parking managers can include exoneration clauses in parking practices.

Research discussing exoneration clauses in parking practices and the relationship between parking managers and parking users has been carried out by several researchers before, including the first research conducted by Hikmah Kurniati (2021), which discusses legal protection related to exoneration clauses on motorized vehicles which emphasized that the exoneration clause in parking practices based on the PK Law should be prohibited (Kurniati, 2021). *Second*, research conducted by Saifullah and Hilda

(2021) discusses the nature of the exoneration clause in standard agreements from the perspective of Islamic Law (HILDA, 2021). *Third*, research conducted by Rizka Syarifa, Laeli Rahmawati, Putri Fildzah Andini, Megawati Simanjuntak, and Anna Maria Tri Anggraini (2022) discusses the issue of consumer protection in the exoneration clause and how to provide optimal protection for consumers (Syarifa et al., 2022).

Of the three previous studies, the research that the authors conducted is original because the novelty that the authors offer, namely the analysis of exoneration clauses in parking practices in terms of the principle of proportionality and an inclusive legal perspective, has never been carried out by the three previous studies above. This study seeks to answer two problem formulations: (i) Is the exoneration clause in parking practices in accordance with the principle of proportionality? Furthermore, (ii) How does the inclusive legal perspective relate to the exoneration clause in parking practices?

## **RESEARCH METHODS**

This research, with a focus on the analysis of exoneration clauses in parking practices in terms of the principle of proportionality and an inclusive legal perspective, is a type of normative legal research that examines principles, concepts, and laws and regulations (I Gede AB Wiranata; Yennie Agustin MR, 2018) (Eka N.A.M. Sihombing, 2022). The principle studied in this study is the principle of proportionality by prioritizing an inclusive legal perspective. The primary legal materials in this study are the PK Law and the Civil Code as well as

four Supreme Court Decisions related to the focus of this research, namely: Supreme Court Decision No. 3416/Pdt/1985, Supreme Court Decision No. 1367 K/Pdt/2002, Supreme Court Decision No. 2157 K/Pdt/2010, and Supreme Court Decision No. 2920 K/Pdt/2011. The secondary legal materials in this study are books, articles, and various results of studies relating to exoneration clauses, parking, the principle of proportionality, and inclusive law. The non-legal material in this study is a legal dictionary. The approach used is the concept, case, and statutory approach.

## **RESULTS AND DISCUSSION**

### **A. The Principle of Proportionality Related to the Exoneration Clause in Parking Practices**

An exoneration clause is a clause that is usually found in the field of civil law (especially contract law), which in principle, frees one party from specific responsibilities (Ahmad Yani Kosali & Dimas Pratama Putra, 2021). This exemption from responsibility can be either complete or partial. Furthermore, in the Indonesian-Law dictionary, the exoneration clause is interpreted as releasing a person or business entity from a particular responsibility or demand (Viswandoro, 2014).

In line with this understanding, the Black Law Dictionary emphasizes that the exoneration clause relates to "...The removal of a burden, charge, or duty...." From one of the parties, which is usually specified in a standard clause (Bryan A. Garner, 2019). From the several views regarding the exoneration clause above, it can be concluded that it is a clause in contract law usually intended to release one of the parties from a lawsuit or

specific responsibilities, which are usually carried out using standard clauses.

Identification of the use of exoneration clauses formulated with standard clauses can be understood because the standard clause is an agreement formulated unilaterally and then requires other approval (Chusnida, 2021). Although, in principle, the standard clauses and agreements are generally the same in that you must obtain agreement from the parties (*pacta sunt servanda*), it is not uncommon for standard clauses to apply immediately without the word "agreed" or "agreed" from the other party (Sinaga, 2020). Legal provisions regarding standard clauses are actually contained in Article 18 paragraph (3) of the PK Law, which in essence emphasizes that standard clauses must be in accordance with the principles of justice, fairness and balance (Fauzi & Kusworo, 2021). This is because the standard clause is made unilaterally by one of the parties, so that the principles of fairness, fairness and balance are important aspects to protect other parties from "unequal positions" in the standard clause.

Referring to the provisions of Article 18 paragraph (3) of the PK Law substantively confirms that standard clauses that are not in accordance with the principles of justice, fairness, and balance are null and void. Regarding this matter, David M.L Tobing has three arguments regarding the null and void provision of a standard clause (Tobing, 2019) *First*, legal consequences in the form of null and void are philosophically intended to guarantee a balance of position and balance of guaranteed rights and obligations between the parties. That is

understandable because the standard clauses were prepared by one party and applied to other parties (Latifiani, 2020).

The formulation of standard clauses in contract law aims to make business processes or commercial contracts more effective and efficient. One example of the substance of a standard clause in parking practices is, "If there is loss and damage to your vehicle beyond the responsibility of the parking organizer." From the example of the substance of that clause, it must be emphasized so that the standard clause does not become an arena for "determination" from one party to another. Fairness, fairness, and balance must be used as a "test pen" in testing a standard clause (M. P., 2020).

*Second*, the essence in the formulation of Article 1338 of the Civil Code has a relative dimension; this means that there is a contextual orientation in which the proportionality of the legal relationship is determined from specific issues (depending on the case) (F. Kurniawan et al., 2022). In this case, the role of the judge in court is essential. At least to determine whether the parties' position balance has been fulfilled. Whether the justice of the clause formulation is following the rights and obligations of the parties and whether the standard clause formed is following the aspects of fairness or decency in society or practice in the field (Pilich, 2021). From this view, the provisions of Article 1338 of the Criminal Code emphasize more substantive and contextual characteristics, so efforts to realize the principles of justice, fairness, and balance of the parties must be based on the case or context being faced.

*Third*, referring to the provisions in Article 18 of the PK Law, it can be seen that substantively the standard clause is not prohibited in legal practice. This is because, seen from one side, the standard clause has a positive orientation to facilitate agreements which usually take a long time, so standard clauses have an orientation to facilitate the agreement process with the formulation of the agreement determined by one party (Tobing, 2019). Even though it is not prohibited because the standard clause carries the risk of "determination" by one party against another. The provisions regarding the standard clause are limited, as in Article 18 of the PK Law.

Limitations or limitations related to the standard clause include that the standard clause is permissible as long as it does not substantially contain the following substances, such as consumer compliance with new rules that have not been regulated in laws and regulations, transfer of responsibility from one of the parties, refusal of returns goods/services that have been provided, unilateral actions related to goods that are still in the process of being repaid, consumer proof, as well as the existence of reduced benefits from the existence of these standard clauses (Yustina Dhian Novita, 2021).

Referring to Article 18 of the PK Law, the standard clause limit limits the exoneration clause. In this context, the exoneration clause is part of a standard clause with specific dimensions, especially concerning releasing one party from specific responsibilities (Hakim, 2019). Based on this description, there are at least three characteristics of exoneration clauses, especially in legal

relations, that need attention which includes: first, exoneration clauses can be prepared and formulated by prioritizing the imbalance of the parties' positions (Agustin & Saputra, 2022). In this context, the parties have an unequal "natural" position because the exoneration clause formulator has a "higher" position than the other parties.

The meaning of a higher position in this context is the relationship between parking organizers as business actors and parking users as consumers, wherein the relationship between parking organizers and parking users, parking users can be said to have a "higher position" because they can make standard clauses according to their wishes and wishes unilaterally.

*Second*, this conflicting position can lead to the formulation of discriminatory exoneration clauses that do not guarantee fairness and justice for the parties so that the exoneration clause only benefits one party and has the potential to harm the other party. Third, the exoneration clause has the potential to "close" various legal remedies and steps to restore rights that were reduced by one party against another party. In this context, exoneration clauses have the potential to become "tools of power" for parties with higher positions (Anna Maria Tri Anggraini et al., 2022).

Referring to the three characteristics of the exoneration clause, it is necessary to have guidelines in the form of legal provisions that can be used as a "means" to protect the parties from the negative consequences of the exoneration clause (Tarmizi, 2020). According to the author, the legal principle that is relevant in efforts to balance the parties' position in relation to the exoneration clause is the principle of proportionality. The principle

of proportionality in civil law (especially contract law) is the "heart" of the process of civil law relations to guarantee the exchange of rights and obligations so that it takes place somewhat (Pane, 2022). Although the principle of proportionality is often "forgotten" and is not as familiar as the principle of good faith, the principle of pacta sunt servanda, and the principle of consensual.

The importance of the principle of proportionality has particular relevance to the legal relationship between business actors and consumers where one party is more "superior" than the other. other parties (Khoiril Jamil, Nury & Rumawi, 2020).

The principle of proportionality emphasizes the efficiency and profit-oriented creed in civil law relations (especially business relations) with an orientation towards a fair and substantive exchange of rights and obligations (Raden Roro et al., 2019). This means the exchange of rights and obligations in the context of the principle of proportionality cannot be reduced to the extent that there is an equal amount (quantitative) between rights and obligations but explores in depth the quality and substantive aspects of the presence of an express agreement or clause (in depth-qualitative) (Hernoko, 2014). In the context of the exoneration clause, the principle of proportionality aims to confirm the existence of a "win-win clause" in the exoneration clause (Hernoko, 2014).

Substantively, the principle of proportionality cites the views of P.S. Atijah that a fair and proper exchange of rights and obligations can only be fulfilled if there is a substantive orientation of the

parties, which includes (Simanjuntak et al., 2021):

1. The position of the parties is equal in a substantive sense. That means there is no party whose orientation is to determine between one party and another;
2. The exchange of rights and obligations can be assessed qualitatively and is value-laden in the form of fairness and fairness. This means the exchange of rights and obligations is narrowly based on mathematical logic and emphasizes fair and just exchanges involving value and ethical considerations;
3. There is space for the parties to dispute a clause that is considered unfair or inappropriate by one of the parties, either through litigation or non-litigation.

In line with P.S. The Atijah, J.H. Niewenhuis provides that the basis of civil law relations is a fair and proper relationship of rights and obligations (*ruilrechtvaardigheid*) (Hernoko, 2014). The proper exchange of rights and obligations will lead to a fair exchange in this context. In the context of the exoneration clause, the principle of proportionality seeks to place harmonious relations between consumers and business actors with three orientations, namely (Abdul Rahman, Annisa Khusnur Rosyida, Nur Afifah Aminudin, 2022):

1. Even if an exoneration clause is made by one of the parties, this does not mean that one party has "more power" over the other. The emphasis point on exoneration clauses is in the context of effectiveness and efficiency in the process of relations between consumers and business

- actors. So, even if an exoneration clause is made by one of the parties, the parties' position is equal;
2. The principle of proportionality is presented in granting "limits" or executors of exoneration clauses, which are based on the nature of rights that are qualitatively compared to quantitative. This means the principle of proportionality can test the exoneration clause whether it meets the principle of proportionality or not;
  3. The principle of proportionality seeks to provide space for disputes between business actors and consumers regarding the existence of an exoneration clause. That means there is room for disputes between business actors and consumers related to the existence of an exoneration clause which is part of an effort to guarantee the legality, as echoed by the principle of proportionality.

From the description of the principle of proportionality related to efforts to maintain a fair and just exchange of rights in the exoneration clause, the principle of proportionality can be a "means of testing" the substance of the exoneration clause. In practice, exoneration clauses are commonly found in society, namely those related to exoneration clauses in the parking sector (Kurniati, 2021). Exoneration clauses in the parking sector are commonly formulated with a transfer of responsibility in which the business actor, namely the parking manager, is not responsible for the losses suffered by consumers, namely parking users. Even so, there have been several court decisions providing construction of legal relations related to parking managers and

parking users, including Supreme Court Decision No. 3416/Pdt/1985, Supreme Court Decision No. 1367 K/Pdt/2002, Supreme Court Decision No. 2157 K/Pdt/2010, and Supreme Court Decision No. 2920 K/Pdt/2011 (Tim Yuridis.id, 2020).

Supreme Court Decision No. 3416/Pdt/1985 provides explicitly a legal argument that the legal relationship between the parking manager and the parking user is an agreement for the safe keeping of goods. The consequence is that the vehicle's loss or damage is the responsibility of the parking manager unless it can be proven otherwise. Supreme Court Decision No. 3416/Pdt/1985 is a progressive decision considering that in 1985 there was no PK Law yet. The agreement for the safe keeping of goods in the Civil Code is regulated in Articles 1694-1793 of the Civil Code (Suryahartati, 2019).

This affirmation was continued in the Supreme Court Decision No. 2920 K/Pdt/2011, which substantively states that if the parking user has paid a parking fee, the parking manager must ensure that the items deposited are not lost or damaged due to the negligence of the parking manager. Therefore, the parking manager can be released from his responsibility if it is not proven that he was intentionally or negligent in carrying out his duties to guard and ensure that the goods are kept. From the substance of the Supreme Court Decision No. 3416/Pdt/1985, Supreme Court Decision No. 1367 K/Pdt/2002, Supreme Court Decision No. 2157 K/Pdt/2010, and Supreme Court Decision No. 2920 K/Pdt/2011 concerning the legal relationship between parking managers

and parking users in the context of the exoneration clause, it can be concluded that:

1. Following the provisions in Article 18 of the PK Law, exoneration clauses are permissible in this case, including exoneration clauses in parking practices, as long as the responsibility of the parking manager is related to keeping the goods deposited correctly. Then, without any intention or where the exoneration clause in parking practices can be as long as it still provides space for parking users to prove the accountability obligations of the parking manager.;
2. The exoneration clause may not be a means to "escape" from the responsibility of the parking manager because as stated in the Supreme Court Decision No. 3416/Pdt/1985 parking practices are constructed as goods safekeeping agreements;
3. The existence of an exoneration clause does not eliminate the responsibility of the parking manager to safeguard the goods deposited as long as it can be proven that there was no intention or negligence by the parking manager.

Referring to these conclusions, it can be seen that the principle of proportionality has been applied in several court decisions. This means that in the future the use of the principle of proportionality as a substance "tester" in exoneration clauses in parking practices must be oriented towards the following aspects: first, as stipulated in Article 18 of the PK Law, exoneration clauses are permissible in this case including exoneration clauses in parking practices as long as the responsibility of the parking manager related to keeping the goods entrusted has been appropriately

maintained and without any intention or negligence, the exoneration clause in parking practices can be justified as long as it still provides space for parking users to prove the responsibility of the parking manager, secondly, the exoneration clause must not be a means to "escape" from the responsibility of the parking manager because as stated in the Supreme Court Decision No. 3416/Pdt/1985 parking practices are constructed as goods safekeeping agreements, thirdly, the existence of an exoneration clause does not eliminate the responsibility of the parking manager to safeguard the goods deposited as long as it can be proven without any intention or negligence by the parking manager.

Based on the description above, the exoneration clause in parking practices is usually not following the principle of proportionality because it ignores the substance in various court decisions where one of the substances is the exoneration clause may not be a means to "escape" from the responsibility of the parking manager because as stated in the Supreme Court Decision No. 3416/Pdt/1985 parking practices are constructed as goods safekeeping agreements, and the existence of an exoneration clause does not eliminate the responsibility of the parking manager to safeguard the goods deposited as long as it can be proven without any intention or negligence by the parking manager. Therefore, in the future, the principle of proportionality can serve as a guide and a tester for the substance of the exoneration clause in parking practices.



## **B. Exoneration Clause in Parking Practices in the Perspective of Inclusive Law**

The exoneration clause in parking practices, as previously analyzed, emphasizes that the characteristic of the exoneration clause is the potential for an unequal relationship. That's between the parties in which the party making the exoneration clause is superior (Bagus Imam Faisal, Siwi Widia Dara, St. Ika Noerwulan Fraja, 2020). Exoneration clauses in parking are commonly formulated by transferring responsibility where the business actor, namely the parking manager, is not responsible for the losses consumers suffer. These, namely parking users, actually place consumers, namely parking users, as an inferior party. As stated in Article 3, Letter e of the PK Law, one of the objectives of consumer protection is to raise awareness of business actors to guarantee consumer rights honestly and fairly. That confirms that business actors or parking managers must understand and agree with the mandate of Article 3 Letter e of the PK Law so that business actors, in this case, parking managers, can guarantee consumer rights, namely parking users (Syarifita et al., 2022).

The position that is not "balanced" between business actors or parking managers and consumers, namely parking users, especially with the existence of an exoneration clause in the parking sector, is commonly formulated by transferring responsibility in which business actors, namely parking managers, are not responsible for losses experienced by consumers who have relevance to be analyzed in the perspective of inclusive law. Inclusive law is a legal perspective

that prioritizes the "defense" of the weak. This can be understood even though the law always echoes the aspect of equality (equality before the law). Still, the law always creates discrimination, especially when one party is in a position to be able to intervene (Friedman et al., 2022). In this context, the notion of inclusive law is essential as a theoretical and paradigmatic basis related to the practice of exoneration clauses in parking practices.

The prophetic law perspective was actually expressed and disseminated by Jawahir Thontowi who emphasized that inclusive law has five basic corridors or "postulates" (Thontowi, 2019), namely: religious law, non-autonomous national law, creative thinking, non-linear, and prioritizing affirmative action in unequal legal relations. From a spiritual and legal aspect, the legal relationship between business actors and consumers must be based on a mutually beneficial orientation. In Islam, for example, that *muamalah* must prioritize *maslahah* so that in *muamalah* it is forbidden to harm others (Khuzani, 2020). Furthermore, the character of non-autonomous law is intended as a legal character that views law broadly and does not stand alone.

In the context of parking practices, the existence of an exoneration clause that emphasizes that parking managers are not required to be responsible must be seen from a broader framework. Including how parking managers can enforce clauses prohibited by the PK Law and the role of the government (especially local governments) in this regard. This description in the context of parking can show problems in parking which in turn creates an exoneration clause. Next is creative thinking as one of the "spirits" of

inclusive law. Creative thinking means that the law must have a solution or prescription for legal problems in society.

The non-linear character of inclusive law means that the law must also pay attention to reality and other fields outside the law related to the legal problems at hand. In the context of an exoneration clause in parking practices, what needs to be seen is whether the parking manager is a legal manager and obtains a permit from the local government. That is because the method of exoneration clauses in parking is commonly formulated by transferring responsibility to business actors. Namely, parking managers are not responsible for losses suffered by consumers, usually carried out by illegal parking managers established due to non-legal factors, such as social factors. -political. In practice, exoneration clauses in parking practices commonly occur in illegal procedures or practices held because of certain events, so they do not appear to be managed professionally. Exoneration clauses in parking practices commonly occur in unfair practices due to a lack of understanding by parking business actors about the essence of the PK Law and the legal rights of consumers who use the parking business.

Referring to the five postulate values in the inclusive law above, the existence of an exoneration clause in the parking sector is a formulation that not only contradicts the PK Law, it also contradicts the substance of inclusive law, one of which emphasizes mutually beneficial relationships and emphasizes problems in *muamalah*. In addition, following the character of inclusive law, which emphasizes creativity, solutions, and affirmative action views towards weak

parties. The effort to overcome the existence of exoneration clauses in parking practices is to involve the regional role in formulating Regional Regulations which state that the exoneration clause in parking practices has the substance Business actors, namely parking managers, are not responsible for losses suffered by consumers, namely parking users are null and void and can be accompanied by provisions in the PK Law.

The *null and void* means that the exoneration clause in parking practices with the substance of business actors, namely the parking manager is not responsible for losses suffered by consumers, is considered to have never existed so that consumers have the legal right to sue or file for compensation caused by negligence and or intentionally done by the parking manager. Based on the description above, an inclusive legal perspective concerning exoneration clauses in parking practices, exoneration clauses in parking practices is contrary to the spirit of prophetic law, which emphasizes balanced legal relations and relations between parking managers and parking users as consumers.

The correct formulation in tackling the existence of exoneration clauses in parking practices is to involve the role of the regions in formulating regional regulations which state that exoneration clauses in parking practices with the substance of business actors, namely the parking manager, are not responsible for losses suffered by consumers, namely parking users are canceled for the sake of law and can be accompanied as in the provisions of the PK Law.

## CONCLUSION

Exoneration clauses in parking practices are usually not following the principle of proportionality because they ignore the substance in various court decisions where one of the substances is that the exoneration clause should not be a means to "escape" from the responsibility of the parking manager because as stated in Supreme Court Decision No. 3416/Pdt/1985 parking practices are constructed as goods safekeeping agreements, and the existence of an exoneration clause does not eliminate the responsibility of the parking manager to safeguard the goods deposited as long as that can prove it without any intention or negligence by the parking manager. Therefore, in the future, the principle of proportionality can serve as a guide and a tester for the substance of the exoneration clause in parking practices.

The inclusive legal perspective of exoneration clauses in parking practices contradicts the spirit of prophetic law, which emphasizes balanced legal relations and relations between parking managers and parking users as consumers. For this reason, overcoming the existence of an exoneration clause in parking practices is to involve the role of the regions in formulating a Regional Regulation which states that the exoneration clause in parking practices with the substance of business actors, namely the parking manager, is not responsible for losses suffered by consumers, namely parking users, is null and void by law and can be accompanied as in the provisions of the PK Law.

Suggestions from this study are that business actors, in this case, parking managers, must understand the

obligations and rights of consumers as stated in the PK Law, including the prohibition of exoneration clauses with certain substances prohibited by the PK Law. This emphasizes internal legal awareness for parking business managers.

For regional governments, they can formulate regional regulations which state that the exoneration clause in parking practices with the substance of business actors; namely the parking manager, is not responsible for losses suffered by consumers, namely parking users, is null and void and can be accompanied as in the provisions of the PK Law.

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