



Legal analysis of parking service providers' liability for consumer losses

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ARTICLE INFO

Keywords:

Compensation;
Consumer Protection;
Exoneration Clause;
Legal Liability;
Strict Liability.

Article history:

Received Jul 24, 2025;
Revised Aug 13, 2025;
Accepted Aug 21, 2025;
Online Oct 30, 2025.

ABSTRAK

The increasing use of private vehicles in urban areas has led to the growth of parking services, but often gives rise to legal conflicts when vehicles are lost or damaged. This study aims to review the form of legal responsibility of parking service providers towards consumers, especially when exoneration clauses are used as a basis for exemption from responsibility. With a normative juridical approach and a literature study of Law Number 8 of 1999 concerning Consumer Protection, this study demonstrates that the responsibility of service providers is absolute (strict liability), whereby they are still obliged to provide compensation even if they are not proven to be directly negligent. The results of the study also reveal that exoneration clauses included unilaterally in parking tickets are contrary to the principle of contractual justice and are declared invalid under law. Therefore, it is important to strengthen regulations and educate consumers about their rights to obtain protection against losses. These findings are expected to contribute to the formulation of a fairer policy in the parking service sector.

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1. Introduction

The service industry in Indonesia has experienced rapid growth, along with the increasing number of motorized vehicles in various regions. This has resulted in increasing demand for parking facilities, both provided by the government and the private sector. Parking services have now become an essential part of the lives of people with high mobility. In everyday practice, parking services are often considered a form of vehicle storage, which should be accompanied by an obligation on the part of the management to protect the stored vehicle.

However, many cases indicate that consumers experience losses in the form of lost vehicles or items within their cars while in parking areas. Even though consumers have paid for parking, management often denies responsibility, relying on a one-sided statement on the parking ticket, such as the phrase "loss is not the management's responsibility." This raises legal issues concerning the protection of consumer rights (Telaumbanua et al., 2022).

The issue of consumer protection in parking services continues to be a focus, particularly in parking, particularly due to the continued discovery of practices that undermine the position of service users. One common example is the presence of a standard clause on parking tickets stating that the provider is not responsible for the loss or damage to the vehicle. Such statements are considered a unilateral transfer of responsibility, often unsupported by adequate security guarantees from management (Simbolon & Kurniawan, 2023).

Several regional regulations have attempted to reorganize the provision of parking services, but as demonstrated by a study by Rosawati and Kartika (2002), this approach has not effectively guaranteed consumer rights in the field. The solutions offered generally focus on administrative aspects and technical oversight, without substantive discussion of the legal responsibilities of parking operators in the event of losses. Studies in various regions also indicate that consumers rarely receive adequate compensation, even after pursuing complaints or resolving disputes through the BPSK (Responsible for the Protection of Public Order) (Rosawati & Kartika, 2024).

Differences in the content of regional regulations regarding parking management have of consumer protection. The diversity of regulations across regions often leads to inconsistent implementation, particularly in terms of safety standards, operator responsibilities, and compensation mechanisms. In some regions, regulations remain limited to administrative and technical operational matters, without specifying legal obligations in the event of a consumer loss. This demonstrates that consumer protection is determined not only by the existence of regulations, but also by the quality of the norms they regulate and the effectiveness of their implementation. Findings in Serang City indicate that, despite existing regulations regarding parking fees and management, consumers remain vulnerable when their vehicles are stolen. The absence of explicit regulations mandating compensation means that exoneration clauses are still used as an excuse by managers to avoid liability. This situation highlights that differences in regulations between regions have the potential to create legal uncertainty and lower public protections standards. Therefore, clearer and more consistent policy harmonization is needed to ensure consumers receive the same level of protection in every region.

The position of this clause in other service sectors, such as hospitality and storage services, can be used as a reference in assessing liability for parking services. In practice, it is recognized that such clauses do not eliminate the primary service provider's obligation to provide security and protection for the goods or guests being stored. For example, in the hospitality sector, the management remains liable for the loss of a guest's belongings, even if there are provisions limiting their liability. The same applies to storage services. Where the existence of an exoneration clause cannot eliminate fundamental legal liability.

Based on these practices, it is clear that exclusion clauses cannot be used as an absolute excuse for parking operators to avoid responsibility. Conversely, regulations in other service sectors demonstrate the importance of protecting consumers as the weaker party in the agreement. Therefore, the position of exclusion clauses in parking services should be aligned with the protection standards applied in other service sectors, namely, maintaining the service provider's primary obligations as responsibilities that cannot be ignored through unilateral statements. Therefore, limiting the use of exclusion clauses in parking operations will provide legal certainty while strengthening consumer protection

Therefore, this article aims to re-evaluate the legal basis for the use of exoneration clauses in parking services and examine the extent to which the protection provided by non-litigation mechanisms such as the BPSK is able to address consumers' legal needs. The analysis is conducted using a normative approach and case studies from various cities to generate more applicable recommendations for policymakers and business actors. The novelty of this research lies in its integration of various approaches, including contract law theory and the principle of strict liability, in developing a responsive approach to community needs (Reyka Malona Sitorus & Teddy Prima Anggriawan, 2024). This research addresses several areas, including legal remedies for parking service providers' failure to provide compensation to consumers in cases

of lost vehicles and the lack of legal protection for consumers in Serang City. The legal liability of parking providers is borne out of Law No. 8 of 1999 concerning Consumer Protection. The exoneration clause in parking tickets, as a means of absolving parking service providers of liability, is also explored (Fattah et al., 2023).

2. Method

This research was conducted using a normative juridical approach, a method that focuses on examining written legal regulations and other legal materials. This approach was chosen because the research topic relates to the evaluation of legal regulations governing the responsibilities of parking service providers towards consumers.

The data sources used were secondary data, obtained through a literature review of various references, such as legal literature, scientific articles published in the last five years, national laws and regulations (specifically Law Number 8 of 1999 concerning Consumer Protection), and regional regulations regarding parking services.

In addition, an analysis of several relevant court decisions was used to examine the extent to which business actors can be held legally responsible for consumer losses. With this approach, the research was able to illustrate the gap between legal practices in the field and the norms that should be applied in the legal relationship between consumers and service providers.

3. Results and Discussion

3.1. Legal Remedies for Failure to Provide Compensation to Consumers by Parking Service Providers

Case Study: Vehicle Loss and Lack of Legal Protection for Consumers in Serang City

In Serang City, an incident occurred in which a parking service user lost his motorcycle in an official parking area. When the victim reported the incident to the parking management, the victim only referred to the provisions on the parking ticket, stating that the service provider is not responsible for the loss. This situation demonstrates the weakness of legal protection at the regional level, as the applicable mayoral regulation does not yet provide detailed provisions regarding the legal liability of parking service providers for losses suffered by consumers (Herlambang et al., 2024). The incident of vehicle loss in an official parking area reflects the unequal legal standing between service providers and consumers. By including a one-sided clause in the parking ticket, the parking manager attempts to avoid responsibility, even though the consumer has paid for the service. This demonstrates weak consumer protection, particularly because the applicable regional regulations do not regulate the legal liability of parking service providers. Therefore, fairer and more transparent policies and increased public legal awareness are needed to prevent consumers from being disadvantaged in similar situations. This case highlights the need for reforms to the legal system in this vital public service sector (Murahman et al., 2024).

Normatively, Law Number 8 of 1999 concerning Consumer Protection (UUPK) provides a clear and firm basis for legal protection for consumers. Article 4, letter h, states that every consumer has the right to fair treatment, a sense of security, and legal certainty, including the right to compensation or redress if they experience losses resulting from the use of goods and services. Furthermore, Article 19, paragraph 1, emphasizes that business actors are responsible for reimbursing consumers if the product or service provided does not meet the agreement or results in direct losses. Consumers have the right to full restitution for any losses incurred, including loss of vehicles, without the burden of proof. By ignoring the obligation to secure and maintain entrusted vehicles, the service provider has disregarded the principle of objective responsibility that should apply in the context of the legal relationship between consumers and service providers (Mutiarra & Ginting, 2022).

However, in practice, many parking service providers include an exoneration clause on parking tickets or other media stating that they are not responsible for the loss or damage to consumers' vehicles. This is generally in the form of a unilateral statement, such as "the manager is not responsible for the loss or damage to the vehicle," which is then used as a legal shield to avoid the obligation to compensate for losses. Article 18, paragraph 1, letter a of the UUPK expressly prohibits business actors from creating standard clauses stating that business actors are not responsible for losses experienced by consumers, either directly or indirectly (Sumitro, Maramis & Bawole, 2024) . Most parking service providers include an exoneration clause in parking tickets without an explanation or agreement from the consumer; the purpose of including this clause is generally to avoid legal liability in the event of a vehicle loss. Although economic reasons are a factor, the use of such clauses does not comply with the principles of consumer protection because it is done unilaterally and without transparency. This is evidence that this practice violates the principle of voluntary agreement in contracts. However, if the loss occurs in front of officers or due to poor supervision, the management is considered to have a legal responsibility to compensate the consumer for the loss.

Beyond the issue of exoneration clauses, it is also important to examine the relationship between parking rates and the quality of service provided, particularly in terms of security and the legal responsibilities of operators. Conceptually, parking fees are not merely compensation for the use of space but also carry an obligation for service providers to ensure adequate oversight standards. Ideally, parking rate increases should be accompanied by improvements in security facilities, such as the installation of surveillance cameras, the deployment of adequate personnel, and the implementation of a transparent parking management system. However, the reality on the increases are not accompanied by improvements in the quality of protection. This situation creates a gap between consumers' rights to security and the legal obligations of service providers, which should be inherent in every transaction.

This relationship carries important legal consequences, as parking fee payments can be viewed as an implicit agreement between the consumer and the operator, creating a legal obligation to safeguard the vehicle being stored. If the service provider continues to accept payment but ignores safety standards, this can be classified as a breach of contract or negligence. Thus, the relationship between fees and safety not only has an economic dimension but also illustrates the legal responsibility that cannot be an integral part of the every fee levied essentially carries legal consequences in the form of full responsibility for vehicle safety.

In the practice of enforcing consumer rights, the greatest obstacles usually arise at the evidentiary stage. The absence of eyewitnesses, the unavailability of CCTV footage, and weak transaction documentation often leave consumers in a vulnerable position when filing lawsuits, especially in court. This situation reduces the consumer's chances of winning, as judges tend to require concrete evidence for claimed losses. Normatively, the Consumer Protection Law (UUPK) adheres to the principle of absolute liability, which should exempt consumers from the obligation to prove fault. However, in practice, consumers are still often required to provide additional evidence to substantiate their claims. This demonstrates the gap between progressive legal norms and their still-rigid and formalistic implementation.

To address these issues, there are several alternative solutions. First, consumers can utilize the Consumer Dispute Resolution Agency (BPSK) mechanism, which is more flexible in assessing evidence and less tied to procedural formalism. Second, if pursuing litigation, consumers can emphasize the applicability of Article 19 of the Consumer Protection Law concerning absolute liability, thereby shifting the burden of proof to the service provider to prove that the loss was not due to their negligence. Third, policy reform is needed at the regional level, for example, by requiring minimum security standards for parking operators, such as the installation of surveillance cameras, electronic storage of transaction data, and recording of vehicle entries and exits. This effort will not only facilitate the evidentiary process for consumers but also prevent similar losses in the future. Thus, the effectiveness of consumer protection can be increased while strengthening consumers' legal standing with respect to service providers.

When compensation is not voluntarily provided by the service provider, consumers have two legal avenues to pursue their rights:

- 1) **Non-Litigation Through the Consumer Dispute Resolution Agency**, to resolve disputes between consumers and parking service providers, non-litigation mechanisms, such as through the Consumer Dispute Resolution Agency (BPSK), are considered an effective, efficient, and easily accessible alternative. On the other hand, business owners need to be careful when drafting agreements or parking tickets to avoid unlawful provisions. Procedures can include arbitration, conciliation, or mediation. The BPSK often rules that exoneration clauses in parking agreements are not legally binding because they are unilaterally drafted without the consumer's active consent. In some cases, the BPSK even requires parking service providers to compensate consumers for loss or damage to their vehicles that occurs during the parking period (Muthmainnah & Asmar, 2023).
- 2) **Litigation Efforts Through a Civil Lawsuit in the District Court**, if non-litigation resolution is unsuccessful or deemed inadequate, consumers can file a civil lawsuit in the district court. This lawsuit can be based on breach of contract if it is proven that the parking management has breached an implicit agreement arising from the parking service transaction or based on an unlawful act (*onrechtmatige daad*) as stipulated in Article 1365 of the Civil Code if it can be proven that the service provider was negligent or acted improperly, resulting in losses for the consumer. In the case of Bandung District Court Decision Number 421/Pdt.G/2018/PN.Bdg, the court stated that the parking management remains liable and must pay compensation even though the parking ticket contains an exoneration clause (Putra et al., 2021).

In the case that reached the cassation level, the Supreme Court issued a decision confirming that the exoneration clause contained in the parking ticket does not have the legal force to absolve the service provider from liability for the loss of a vehicle. Although the parking management filed a defense based on this clause, the Supreme Court still declared that the action violated the principle of justice and the provisions of Article 18 of the Consumer Protection Law (Yulistyaputri & Lestari, 2023). In its ruling, the Supreme Court upheld the consumer's right to receive compensation and rejected the appeal filed by the parking management (Rudy Hartono, Timoty Nababan & Siagian, 2025).

- 3) **Types and Forms of Compensation That Can Be Claimed**, compensation requested by consumers is not limited to the replacement of lost vehicles or items but can also include the return of parking fees, repair costs for damage, and non-material compensation if there is emotional loss or other intangible but demonstrable harm. The principle of strict liability, as reflected in the Consumer Protection Law, applies to service providers, whereby the business actor is responsible for consumer losses without needing to prove direct fault (Randut & Sutrisno, 2025).

In the implementation of public services such as parking, businesses often insert unilateral provisions without the active involvement of users. These provisions are generally included on parking tickets without prior permission or agreement and contain statements that absolve service providers from liability. This, however, violates the principle of transparency in contractual relationships, which requires mutual consent and understanding (Masri et al., 2023).

In the context of legal protection for consumers in Indonesia, the strict liability approach places the entire burden of responsibility on the business actor, without requiring specific proof of fault from the service provider. This means that if a consumer experiences physical, material, or emotional harm, the business actor is still required to provide compensation. This is because the burden of proof no longer rests with the consumer but instead falls squarely on the business actor to demonstrate that they were not negligent in fulfilling their obligations (Listra Sembiring et al., 2023).

3.2. Legal Liability of Parking Operators from the Perspective of Law Number 8 of 1999 concerning Consumer Protection

In modern society, which is increasingly dynamic and dependent on high mobility, the need for parking services is increasing, particularly in urban areas. Parking services have become a vital public service sector, given the widespread use of private vehicles as the primary means of transportation. However, complex legal issues often arise, particularly when consumers, as users of parking services, experience losses, such as loss or damage to their vehicles, without adequate accountability from the service provider. This situation creates recurring legal dilemmas and demonstrates the importance of adequate clarity regarding the legal liability of parking operators. From a civil law perspective, the relationship between service users and parking operators is more accurately understood as a custodial contract. This means that parking service providers bear the legal responsibility to maintain and return vehicles in good condition. The existence of an exoneration clause does not automatically relieve them of this obligation. In the context of consumer protection, any unilateral transfer of responsibility without negotiation violates the principles of justice and equality in the agreement, as stipulated in Article 1694 of the Civil Code, which stipulates that parking service providers are obligated to properly maintain vehicles and return them in their original condition. If a vehicle is lost or damaged, legal responsibility remains with the parking manager. The parking provider acts not only as the landowner or site operator but also as the recipient of the vehicle, complete with its belongings. As a consequence of this entrustment relationship, the parking manager is obligated to maintain and return the vehicle in its original condition upon delivery. This legal structure clearly states that the responsibility for security rests with the parking manager, not the consumer. Therefore, if a loss occurs due to negligence in supervision, such action can be classified as a form of breach of contract, providing a strong basis for the consumer to seek compensation through available legal mechanisms (Iqbal et al., 2022).

However, this relationship does not stand alone. In the context of modern law, especially concerning the interaction between consumers and business actors in the service sector, Law Number 8 of 1999 concerning Consumer Protection (UUPK) is present as a special form of law (*lex specialis*) that aims to provide maximum protection for consumers against losses that may arise in a transaction, including in the use of parking services. UUPK provides a number of legal principles that are binding and must be complied with by all business actors, including parking service providers who manage public and private areas.

Article 4, letter h, of the Consumer Protection Law (UUPK) emphasizes that consumers have the right to compensation if they experience losses due to the use of goods or services. The relationship between consumers and business actors in the provision of services must be based on the principle of accountability. The principle of consumer protection requires a firm accountability mechanism in the event of a loss or damage. Even if the consumer cannot demonstrate direct fault on the part of the service provider, responsibility remains with the service provider based on the principle of subjective responsibility. This indicates that in every service transaction, the service provider cannot hide behind standard clauses that exempt them from legal obligations (Emirzon et al., 2022).

This right is fundamental and cannot be waived for any reason. Furthermore, Article 19, paragraph 1, states that business actors are responsible for providing compensation, restitution, or replacement to consumers if the goods or services consumed do not meet the promised terms or result in losses. This explanation provides a normative basis that parking managers cannot simply abdicate responsibility when consumers experience losses. The Consumer Protection Law (UUPK) serves as a special regulation (*lex specialis*) that expressly regulates the legal relationship between consumers and business actors, including in parking services. The study revealed that the form of responsibility imposed on parking managers is absolute. This means that even if there is no evidence of negligence on the part of the service user, the manager still has a legal obligation to prove fault on the part of the business actor, because the resulting losses are considered a responsibility directly inherent in the provision of the service.

Despite this clear legal basis, the reality on the ground shows the opposite. Many parking operators include an exoneration clause on parking tickets or banners at the parking lot, stating that they are not responsible for any loss or damage to vehicles. This clause is often added unilaterally without the explicit consent of consumers, who are not given the option to reject it. This clause is legally categorized as a standard clause regulated in Article 18 of the Consumer Protection Law, and its existence is strictly restricted. Article 18, paragraph 1, letter a of the Consumer Protection Law, explicitly states that business actors are prohibited from including a standard clause stating that the business actor is not responsible for losses experienced by consumers. Parking consumers often suffer losses due to weak monitoring systems and the lack of evidence for lost vehicles or goods. However, Law No. 8 of 1999 emphasizes that service providers act as protectors of consumer rights and are required to adhere to the principle of professionalism in their services. However, this study identified obstacles such as difficulty finding witnesses, minimal evidence, and difficulty connecting victims and perpetrators when claims arise. Therefore, the exoneration clause in parking tickets is legally null and void and has no binding force. The liability of parking managers cannot be eliminated through standard clauses. In many cases, vehicle loss is not caused by user error but rather by negligence in the security or supervision system, which is not optimally implemented by the parking manager. This is stipulated in Articles 1706 and 1714 of the Civil Code. These provisions explain that the party receiving the entrusted goods, in this case, the parking area manager, is obliged to safeguard and return the goods in the same condition as when they were delivered. If a consumer's vehicle is lost or damaged, this incident can be categorized as a form of breach of contract or default. Consequently, the manager can be held accountable for compensating the consumer for the losses suffered.

From a normative perspective, the practice of including exoneration clauses in parking tickets not only violates the principle of contractual fairness but also contradicts the principle of good faith. This unilaterally created clause demonstrates an unequal position between business actors and consumers, where consumers practically have no choice but to accept all unilaterally determined provisions. In this context, consumer protection must be upheld with the principles of non-discrimination and equality before the law, where all parties to the contract have equal standing. The responsibility of parking operators extends beyond material losses resulting from lost or damaged vehicles to moral obligations and legal responsibilities for the quality of the services they provide. Such an attitude is considered contrary to the principles of equality and anti-discrimination in contract law. Therefore, the legal relationship between service users and parking providers should be based on fairness, transparency, and mutual understanding born of the good faith of both parties, not the dominance of one party over the other.

In addition to material compensation, such as reimbursement for lost or damaged vehicles, parking operators may also be subject to additional responsibilities if proven negligent in meeting minimum service standards. This responsibility can take the form of development.

3.3. Exoneration Clauses in Parking Tickets as an Effort to Absolve Parking Providers of Liability

In the provision of parking services, whether managed by private institutions or public bodies, a fairly common practice is the inclusion of a clause that absolves the provider from all forms of legal liability for consumer losses, particularly in the form of lost or damaged vehicles. This clause, known as an exoneration clause, is typically printed as standard on parking tickets without prior negotiation or explanation to consumers and tends to be passively accepted by service users due to its unilateral nature (Abbas, 2024). The concept of a standard agreement, drafted unilaterally by a business actor without the active involvement of the consumer, often includes an exoneration clause that substantially aims to limit liability for losses arising from the transaction (Baihaqi et al., 2020). This type of agreement model does not reflect an equal legal relationship, as it negates the principles of free will and contractual fairness. From a consumer protection law perspective, this unilateral formulation contradicts positive legal norms, as it violates the principles of transparency and fair protection for service users

(Kusumadewi & Sharon, 2022). Conceptually, an exoneration is part of a standard agreement commonly used by business operators to limit or even eliminate their liability in the event of consumer losses. In this case, parking service providers use statements such as "The manager is not responsible for the loss of vehicles" as a basis for avoiding compensation obligations, despite indications of negligence on their part in managing or supervising the parking area. From the perspective of Indonesian positive law, particularly in the context of consumer protection, this practice directly contradicts the provisions of Article 18, paragraph (1), letter a, of Law Number 8 of 1999 concerning Consumer Protection (Mariawan & Laksana, 2024). This article clearly states that business actors are prohibited from including provisions that exempt or limit their liability for losses suffered by consumers. Moreover, in paragraph (3) of the same article, it is emphasized that any clause that contradicts these provisions is considered null and void, meaning it has no legal force from the start (Rasyid & Apriani, 2024).

Findings from various legal studies indicate that in many cases of vehicle loss in paid parking locations, judges reject the validity of the exoneration clause used as an excuse by service providers. Business actors in the parking sector tend to use commercial logic to absolve themselves of such liability, without understanding that legally, the relationship between them and service users is a form of obligation that gives rise to legal consequences. They emphasize that the responsibility of parking service providers cannot be eliminated simply through a unilateral statement (Muhammad Wildan & Fatwa, 2024).

Parking service providers, both private and regional agencies, frequently include unilateral statements on parking tickets stating they do not accept responsibility for lost vehicles. This practice does not involve the consumer's consent or notification, creating an imbalance in legal relations. According to the Consumer Protection Law, such statements are categorized as invalid standard clauses. Therefore, oversight by local governments is necessary, particularly to ensure that every parking service provider does not violate the principle of contractual fairness (Agung et al., 2021). The inclusion of an exoneration clause on parking tickets that is not supported by open communication and mutual agreement is considered invalid and has the potential to give rise to civil lawsuits in the event of loss. This reinforces the importance of educating businesses and the public to prevent them from using tickets as a means to escape legal obligations (Majid & Nuryasinta, 2024).

The reality of parking practices often creates an imbalance in the legal relationship between service providers and consumers. In everyday practice, parking users often receive tickets containing one-sided statements such as "the manager is not responsible for lost vehicles." Although it seems reasonable, this statement reflects an attitude of avoiding responsibility, even though the consumer has paid for the service. This study highlights that the existence of such a clause not only violates the principle of fairness in contracts but also directly contradicts Article 18, paragraph (1), letter a of the Consumer Protection Law, which prohibits the inclusion of clauses that exempt business actors from responsibility. In this context, it is important to understand that legal responsibility cannot be eliminated by small words on parking tickets. Consumers, as the injured party, still have the full right to demand compensation, because consumer protection is inherent and guaranteed by law. In other cases, many parking service providers assume that the use of exoneration clauses is a form of business protection. However, in practice, the existence of such clauses does not eliminate the consumer's right to demand compensation if negligence is proven on the part of the management. The study also explains that consumers have access to resolve disputes through the Public Dispute Resolution Agency.

4. Conclusion

From the results of this study, it can be concluded that parking service operators have legal obligations that cannot be waived by including unilateral clauses in parking tickets. This responsibility stems from the implicit legal relationship of custody and is reinforced by the provisions of Law Number 8 of 1999 concerning Consumer Protection, specifically Article 18,

which expressly prohibits standard clauses that exempt business operators from liability for consumer losses.

This study reveals that service users have the right to compensation, whether in the form of vehicle return, repair costs, or compensation for immaterial losses if negligence on the part of the operator is proven. This demonstrates the need for strict oversight by local authorities regarding the practice of implementing unilateral provisions in parking services, as well as increasing public understanding of their rights as consumers.

An effective public education strategy to raise consumer awareness of their rights regarding the responsibilities of parking operators requires a comprehensive approach that combines legal education with community capacity building. This effort can be implemented through regular consumer outreach programs by local governments, the dissemination of information on consumers protection regulations through mass media and digital platforms, and the provision of accessible learning resources, such as infographics, educational videos, or practical modules. Furthermore, the involvement of educational institutions, civil society organizations, and local communities also plays a crucial role in ensuring that consumer knowledge is not only conveyed but also truly understood and applied in everyday life. By implementing a structured public education strategy, public awareness of the responsibilities of parking operators can increase, while simultaneously strengthening consumers' legal standing.

In the context of recommendations for regulatory changes aimed at strengthening the prohibition on exclusion clauses in parking agreements, particularly at the local level, more specific regulations are needed through regional regulations (Perda) and mayoral/regent regulations that explicitly affirm the invalidity of exclusion clauses in parking services. These provisions should include the obligation of operators to provide guaranteed protection for consumers' vehicles, the imposition of administrative sanctions up to and including the revocation of business licenses for parties still using unilateral clauses, and the establishment of regular monitoring mechanisms by authorized agencies. Furthermore, regional regulations are also important to clarify minimum standards for parking services, such as the provision of adequate security systems, accurate vehicle registration, and the obligation to provide clear information to service users. Thus, local regulations not only serve to strengthen the prohibition on exclusion clauses as stipulated in the Consumer Protection Law, but also ensure their implementation is in accordance with the needs and conditions of the community in each region. With the implementation of the principle of strict liability, the burden of responsibility rests entirely with the business operator without the need for proof of fault. Therefore, regulatory and regional policy reforms are needed to better support the legal position of consumers and maintain a balance between the parties in service agreements.

References

- Abbas, 2024. (2024). Tanggung Jawab Hukum Pengelola Parkir Atas Kehilangan dan Kerusakan Kendaraan Bermotor: Perspektif Perlindungan Konsumen. *Journal of Lex Theory (JLT)*, 1.
- Agung, S., Wayan, W., & Made, P. (2021). Klausula Eksonerasi Dalam Perjanjian Baku Perparkiran Sebagai Bentuk Penyimpangan Perlindungan Konsumen (Studi Pada Perusahaan Daerah Parkir Kota Denpasar). *Angewandte Chemie International Edition*, 6(11), 951–952.
- Baihaqi, Sanusi, & Darmawan. (2020). Consumer Protection towards Standard Clauses on The Transfer of Business Actor's Responsibility in Motor Vehicle Parking Agreement (The Study in the City of Banda Aceh). *IOSR Journal Of Humanities And Social Science (IOSR-JHSS)*, 25(5), 23–29. <https://doi.org/10.9790/0837-2505092329>
- Emirzon, J., Yahanan, A., & Samawati, P. (2022). *Hukum Perlindungan Konsumen Perkembangan Hukum Perlindungan Konsumen di Indonesia*.
- Fattah, H. Al, Muhtarom, M., & Zakariya, H. (2023). Perlindungan Hukum Terhadap Konsumen Pengguna Jasa Parkir di Bandara Adi Soemarmo. *Jurnal Bevinding*, 01(04), 10–15.
- Herlambang, F., Aslami, I. F., & Safiulloh, S. (2024). Pertanggungjawaban Klausula Eksonerasi Pada Perusahaan Penitipan Jasa Kendaraan Berdasarkan Peraturan Walikota (Perwal) Kota Serang Nomor 21 Tahun 2020 Tentang Penyelenggaraan Perparkiran. *Jurnal Res Justitia: Jurnal Ilmu Hukum*,

4. <https://doi.org/10.46306/rj.v4i1.106>
- Iqbal, M., Hasnati, & Afrita, I. (2022). Tanggung Jawab Pelaku Usaha Pengelola Parkir Terhadap Kehilangan Kendaraan Responsibilities Parking Management Business Actors for Vehicle Loss. *Journal of Law*, 5(1), 8–26. <https://tinyurl.com/yp6dmpum>
- Kusumadewi, Y., & Sharon, G. (2022). *Hukum Perlindungan Konsumen*.
- Listra Sembiring, Henry Aspan, & Hasdiana Juwita Bintang. (2023). Legal Protection For Consumers Of Parking Services Indonesia In Kabanjahe. *LITERACY: International Scientific Journals of Social, Education, Humanities*, 2(3), 32–42. <https://doi.org/10.56910/literacy.v2i3.967>
- Majid, R. A., & Nuryasinta, K. (2024). *Legal protection for consumers against exoneration clauses in the rise of parking attendants in malang city*. 9(2), 417–427.
- Mariawan, P. F. D. P., & Laksana, I. G. D. (2024). *Eksistensi Perlindungan Terhadap Pengguna Jasa Parkir Berdasarkan Perspektif Hukum Di Indonesia*. 12(10).
- Masri, E., Handayani, O., Dhianty, R., & Wahyuni, S. (2023). Buku Ajar Hukum Perlindungan Konsumen. In *Sustainability (Switzerland)* (Vol. 11, Nomor 1). http://scioteca.caf.com/bitstream/handle/123456789/1091/RED2017-Eng-8ene.pdf?sequence=12&isAllowed=y%0Ahttp://dx.doi.org/10.1016/j.regsciurbeco.2008.06.005%0Ahttps://www.researchgate.net/publication/305320484_SISTEM_PEMBETUNGAN_TERPUSAT_STRATEGI_MELESTARI
- Muhammad Wildan, & Fatwa, A. F. (2024). Pertanggungjawaban Pihak Pengelola Usaha Dalam Perjanjian Penitipan Barang Perspektif Hukum Indonesia. *Risalah Hukum*, 20(2), 70–80. <https://doi.org/10.30872/risalah.v20.i2.1621>
- Murahman, F., Berlianty, T., & Kuahaty, S. S. (2024). Pertanggung Jawaban Hukum Pengelola Parkir Terkait Legalitas Usahanya. *PATTIMURA Legal Journal*, 3(3), 192–204. <https://doi.org/10.47268/pela.v3i3.17347>
- Muthmainnah & Asmar, 2023. (2023). Perlindungan Hukum Bagi Konsumen Dalam Perjanjian Parkir Yang Mengandung Klausula Eksonerasi. *Alauddin Law Development Journal (ALDEV)*, 3.
- Mutiara, T. D., & Ginting, L. (2022). Ketidak Terpenuhinya Hak Konsumen Dalam Undang-Undang Perlindungan Konsumen. *Jurnal Ilmiah Multi Disiplin Indonesia*, 1.
- Putra, P. E. M. A., Adnyani, N. K. S., & Ardhya, S. N. (2021). Perlindungan Konsumen Jasa Parkir di Kabupaten Bandung Terkait Pencantuman Klausula Eksonerasi Ditinjau Berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. *e-Journal Komunitas Yustisia Universitas Pendidikan Genesha*, 4.
- Randut, K., & Sutrisno, A. (2025). *Pertanggungjawaban Hukum Pengelolaan Fasilitas Parkir Dalam Perspektif Hukum Perlindungan Konsumen (Studi Kasus Kehilangan Barang di Penyediaan Layanan Penitipan Kendaraan DKI JAKARTA)*. 03(02), 124–133.
- Rasyid, F., & Apriani, R. (2024). Perlindungan Hukum Bagi Konsumen Atas Perjanjian Baku yang mengadung klasula Eksonerasi Terhadap Usaha Pengelola Parkir. *JUSTITIA Jurnal Ilmu Hukum dan Humaniora*, 7. <https://doi.org/10.31604/justitia.v7i2.456-466>
- Reyka Malona Sitorus, & Teddy Prima Anggriawan. (2024). Tanggung Gugat Pengelola Jasa Layanan Parkir atas Klausula Eksonerasi dalam Perwujudan Perlindungan Konsumen. *Jurnal Ilmu Hukum, Humaniora dan Politik*, 5. <https://doi.org/10.38035/jihhp.v5i2.3398>
- Rosawati, N. N., & Kartika, A. W. (2024). *Perlindungan Konsumen Pada Jasa Pengelola Parkir 24 Jam atas Hilangnya Kendaraan Bermotor Melalui Mediasi di Kepolisian Sektor Purwosari (Studi Kasus Parkir 24 Jam di Purwosari, Bojonegoro)*. 22(1).
- Rudy Hartono, Timoty Nababan, A. P. S. dan Y., & Siagian, P. P. (2025). Analisis Yuridis Perlindungan Konsumen Terhadap Kerusakan Dan Kehilangan Dalam Kawasan Parkir (Studi Putusan Nomor 458 K/Pdt.Sus-Bpsk/2017) Legal Analysis of Consumer Protection Against Damage and Loss in Parking Areas (Study of Decision Number 458 K/Pdt. : *Jurnal Hukum Lex Generalis.*, 6(4), 1–12.
- Simbolon, H. P. W., & Kurniawan, I. G. A. (2023). the Exoneration Clauses in Parking Practices: a Review From the Principle of Proportionality and Inclusive Law. *JCH (Jurnal Cendekia Hukum)*, 8(2), 180. <https://doi.org/10.33760/jch.v8i2.655>
- Sumitro, Maramis & Bawole, 2024. (2024). Tanggung Jawab Pengelola Parkir Terhadap Kehilangan Kendaraan Bermotor Konsumen Di area Parkir Berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. *Jurnal Fakultas Hukum*, 13.
- Telaumbanua, F., Purba, P., Marpaung, R., & Hutagalung, M. (2022). *Tanggung Jawab Hukum Pelaku Usaha atas Kehilangan Barang Pada Saat Diparkiran Pada Pengguna Jasa Parkir*. 5, 40–47.
- Yulistyaputri, R., & Lestarini, R. (2023). Consumer Empowerment: Safeguarding Consumer Rights Through BPSK's Arbitration Post the Constitutional Court Decision. *Jurnal Konstitusi*, 20(3), 406–422. <https://doi.org/10.31078/jk2033>