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A Legal Analysis of Liability-Exemption Clauses Used by Parking Operators for Consumer Vehicle Losses under Article 18(1)(a) of Law No. 8 of 1999 on Consumer Protection

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ABSTRACT

Parking services are commonly provided through standard-form agreements, including parking tickets that may contain clauses excluding the operator's liability for vehicle loss. Such clauses raise legal concerns regarding the balance between contractual freedom and consumer protection, particularly when consumers are required to accept predetermined terms to access a service. This study examines the legal validity of liability-exemption clauses used by parking operators in cases of consumer vehicle loss and evaluates the application of Article 18(1)(a) of Law No. 8 of 1999 on Consumer Protection. The study employs normative legal research using statutory, conceptual, and case approaches. Primary legal materials consist of relevant legislation and judicial decisions, while secondary materials include scholarly publications and legal literature concerning standard-form contracts and business liability. The analysis indicates that Article 18(1)(a) prohibits standard-form clauses that transfer or exclude business actors' responsibility, while Article 18(3) establishes that clauses violating the statutory prohibitions are null and void by operation of law. Accordingly, the mere inclusion of a liability-exemption statement on a parking ticket cannot automatically release a parking operator from legal responsibility. Nevertheless, the determination of liability in an individual dispute requires an assessment of the applicable legal provisions, the operator's conduct, the circumstances of the loss, and the relevant judicial reasoning. This study concludes that consumer protection in parking services depends not only on the existence of statutory prohibitions but also on their consistent application in resolving disputes. A careful legal assessment is therefore necessary to distinguish prohibited contractual exclusions from liability issues that must be determined according to the facts and applicable law.

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1. INTRODUCTION

Parking services have become an important part of urban mobility, particularly as the use of private vehicles continues to shape everyday transportation. Parking operators provide facilities intended to accommodate and safeguard vehicles while their owners engage in activities outside the parking area. In exchange for payment, consumers reasonably expect the service to be delivered in accordance with applicable legal standards. However, disputes may arise when vehicles are lost or damaged and parking operators rely on statements printed on parking tickets to deny responsibility. These statements, commonly referred to as exoneration clauses, raise fundamental questions concerning contractual fairness, consumer rights, and the legal limits of business actors' freedom to determine the terms of a standard-form agreement.

Under Indonesian law, consumer protection is principally regulated by Law No. 8 of 1999 on Consumer Protection. Article 18(1)(a) prohibits business actors from including standard clauses that transfer or exclude their responsibility. Furthermore, Article 18(3) provides that standard clauses violating the prohibitions under Article 18(1) and Article 18(2) are null and void by operation of law. These provisions establish a normative boundary between permissible contractual arrangements and clauses that undermine consumer protection. In the context of parking services, the central legal issue is whether an operator may legitimately exclude its responsibility for vehicle loss through a unilateral statement on a parking ticket. The issue is particularly significant because consumers generally have limited opportunities to negotiate the terms presented to them before using the service.

Previous studies have examined the legal responsibilities of parking operators and the implications of exoneration clauses under Indonesian consumer protection law. Okhtiara & Joesoef (2025) investigated parking liability for vehicle loss and highlighted difficulties in securing accountability and obtaining compensation through consumer dispute resolution mechanisms. Similarly, (Rahmad Tullah et al., 2025) examined the liability of parking service providers and argued that unilateral exoneration clauses conflict with consumer protection principles. Their findings support the view that contractual statements cannot automatically eliminate responsibilities imposed by law. However, the legal consequences of such clauses must be assessed within the applicable statutory framework rather than inferred solely from the existence of a vehicle loss.

Case-based research has also contributed to the discussion. Okhtiara & Joesoef (2025) analyzed parking management liability with reference to Supreme Court Decision No. 2078 K/Pdt/2009, focusing on the legal character of parking arrangements, the validity of exoneration clauses, and the operator's obligations concerning vehicles entrusted to its facilities. Their analysis illustrates the importance of judicial reasoning in determining the legal consequences of parking agreements. In a related studyUtama et al., (2025) examined consumer protection in standard-form parking agreements containing exclusion clauses and emphasized the operator's obligation to safeguard parked vehicles and provide compensation when legally justified. (Rasyid & Apriani, 2024) likewise discussed the position of exoneration clauses under consumer protection law and the legal remedies available to affected consumers. Collectively, these studies demonstrate that the issue extends beyond contractual wording to the relationship between statutory prohibitions, business responsibilities, and the effective protection of consumer rights.

Related research has addressed the broader implications of standard-form agreements and contractual liability. Rahayu et al., (2026) examined legal certainty and responsibility in agreements concerning the custody of goods in parking management, providing a relevant perspective on the legal relationship between parking operators and service users. Sumitro et al., (2024) discussed the responsibility of parking operators for vehicle loss within the framework of Law No. 8 of 1999. Pradnyandari et al., (2024) explored the protection of parking service users against the exclusion of business liability through standard clauses, particularly in relation to contractual justice. Although these studies approach the issue from different perspectives, they collectively indicate that the use of predetermined contractual terms requires scrutiny where those terms potentially undermine statutory consumer protection.

The conceptual discussion is further informed by research on exoneration clauses beyond the parking sector. Dewa Kadek Kevin Patria & Abdul Rokhim (2025) examined the tension between freedom of contract and the potential abuse of contractual circumstances in electronic commerce. Although their research concerns a different commercial setting, its discussion is relevant to understanding the imbalance that may arise when one party determines contractual terms while the other has little practical opportunity to negotiate. Similarly, research concerning standard clauses in credit agreements has addressed the relationship between contractual terms, business obligations, and consumer protection. These broader perspectives help explain why contractual autonomy should not be treated as an unrestricted basis for excluding responsibilities established by mandatory legal provisions.

Despite the existing literature, a focused normative examination remains necessary to clarify the legal operation of Article 18(1)(a) in disputes involving parking-ticket exoneration clauses. The relevant research problem is not merely whether consumer protection law prohibits certain standard clauses, but how that prohibition should be interpreted when an operator invokes a disclaimer to deny responsibility for a consumer's lost vehicle. This distinction is important because the legal validity of a contractual clause and the determination of liability in an individual dispute are related but separate questions. The former concerns the compatibility of the clause with mandatory statutory provisions, whereas the latter requires consideration of the applicable legal rules, the circumstances of the loss, and the reasoning adopted by the court.

Accordingly, this study aims to analyze the legal validity of parking operators' exoneration clauses concerning consumer vehicle loss under Article 18(1)(a) of Law No. 8 of 1999 on Consumer Protection and to examine the application of this provision in resolving disputes involving such clauses. Using a normative legal approach, the study seeks to clarify the relationship between the statutory prohibition of liability-transfer clauses and the legal assessment of parking operators' responsibility. Its contribution lies in distinguishing the invalidity of a prohibited standard clause from the separate assessment of liability in a particular case. This distinction is expected to provide a more precise legal understanding of consumer protection in parking services and to support the consistent interpretation of statutory obligations in disputes arising from vehicle loss.

2. METHODS

This study employs normative legal research to examine the validity of exoneration clauses used by parking operators to exclude liability for consumer vehicle loss under Article 18(1)(a) of Law No. 8 of 1999 on Consumer Protection. The research focuses on the interpretation of applicable legal norms and their relationship with judicial reasoning in disputes concerning parking services. Rather than examining respondents or collecting primary empirical data, the study investigates legal materials relevant to the formulation, interpretation, and application of the statutory prohibition against standard-form clauses that transfer business liability.

Three approaches are applied: the statutory approach, the conceptual approach, and the case approach. The statutory approach examines the relevant provisions of Indonesian consumer protection law, particularly Article 18(1)(a) and Article 18(3) of Law No. 8 of 1999, to determine the legal limits imposed on exoneration clauses. The conceptual approach draws on legal doctrines concerning standard-form contracts, freedom of contract, consumer protection, and business liability. The case approach examines relevant judicial decisions concerning vehicle loss in parking facilities, with particular attention to the court's interpretation of contractual disclaimers and the legal responsibilities of parking operators.

The research materials consist of primary and secondary legal materials. Primary legal materials include applicable legislation and judicial decisions, while secondary legal materials comprise peer-reviewed journal articles, scholarly books, and other authoritative legal publications addressing exoneration clauses and consumer protection. Relevant materials are identified through legal databases, journal websites, and official judicial or legislative sources. Selection is based on their

relevance to the research questions, legal authority, and contribution to the interpretation of the statutory provisions under examination.

Data collection is conducted through documentary research and systematic examination of the selected legal materials. The principal research instrument is a structured document-analysis framework used to identify the applicable legal rules, the characteristics of the disputed clauses, the court's reasoning, and the legal consequences arising from the application of Article 18. The materials are analyzed qualitatively through legal interpretation and normative argumentation. The analysis compares the statutory prohibition with the reasoning contained in relevant judicial decisions and evaluates whether the interpretation of the applicable provisions provides an adequate legal basis for protecting consumers against prohibited liability-exemption clauses. The findings are then organized to distinguish the legal validity of an exoneration clause from the separate determination of liability in an individual vehicle-loss dispute.

3. FINDINGS AND DISCUSSION

3.1. The Legal Validity of Liability-Exemption Clauses under Article 18(1)(a) of Law No. 8 of 1999 on Consumer Protection

The legal validity of liability-exemption clauses in parking services must be examined within the framework of Indonesian consumer protection law. Parking operators commonly establish the terms governing their services through standard-form agreements, including statements printed on parking tickets. These agreements are generally prepared unilaterally by service providers, leaving consumers with limited opportunities to negotiate their contents. Although standard-form agreements can facilitate efficient commercial transactions, their use becomes legally problematic when contractual terms undermine rights protected by mandatory legislation. In particular, a clause stating that a parking operator bears no responsibility for vehicle loss raises questions concerning the relationship between freedom of contract and the statutory obligation to protect consumers.

Article 18(1)(a) of Law No. 8 of 1999 on Consumer Protection expressly prohibits business actors from including standard clauses that state the transfer of their responsibility. Article 18(3) further provides that standard clauses violating the prohibitions established under Article 18(1) and Article 18(2) are null and void by operation of law. These provisions establish that contractual autonomy does not provide an unrestricted basis for excluding responsibilities imposed by consumer protection legislation. Accordingly, the legal assessment of a parking-ticket disclaimer cannot be limited to whether the consumer has received the ticket or proceeded to use the parking facility. The relevant question is whether the substance of the clause is consistent with the statutory prohibition.

The distinction between contractual acceptance and legal validity is particularly important in parking transactions. Consumers generally encounter the terms of parking services at the point of entry, when the ticket is issued or the terms are displayed. In many circumstances, consumers must either accept the predetermined arrangement or seek another parking facility. This limited opportunity to negotiate creates an imbalance between the parties, especially where the operator seeks to exclude responsibility for risks associated with the service it provides. Nevertheless, the existence of a standard-form agreement does not, by itself, establish that every provision is unlawful. The assessment must focus on the content of the disputed clause and its compatibility with the requirements of Article 18.

Research on standard-form agreements provides a conceptual foundation for this assessment. Cumyn (2025) examines the relationship between standard-form contracting and the erosion of meaningful consent. This perspective is relevant because the formal acceptance of predetermined contractual terms does not necessarily demonstrate that the parties have negotiated or understood their legal implications. In the parking context, the issuance of a ticket should therefore not automatically be interpreted as sufficient justification for allowing an operator to exclude responsibilities that legislation prohibits it from transferring.

A similar concern arises from comparative consumer contract law. Rieländer (2025) discusses the regulation of unfair contractual terms under United States and European Union frameworks. Although

these legal systems differ from Indonesia's statutory framework, the comparative discussion illustrates the broader legal concern that contractual freedom may require limitations where standard terms undermine consumer protection. Such comparison does not mean that foreign legal rules can be directly applied to Indonesian parking agreements. Rather, it helps clarify the rationale for reviewing predetermined contractual terms against mandatory legal standards.

The same analytical distinction can be identified in studies of consumer protection and standard-form agreements in Indonesia. Agustianto (2022) examines exoneration clauses from the perspective of consumer protection, while Mahayani et al. (2022) address the effectiveness of regulations governing liability-exemption clauses under Law No. 8 of 1999. These discussions support the importance of distinguishing the formal existence of a contractual term from its legal enforceability. A clause may appear clear and unambiguous in the agreement yet remain legally ineffective if its substance conflicts with a statutory prohibition.

In parking services, the relevant distinction concerns the difference between regulating the use of a facility and transferring the operator's legal responsibility. A parking operator may establish reasonable operational requirements, including procedures for entering and leaving the premises, presenting parking tickets, and reporting incidents. Such provisions are not automatically equivalent to exoneration clauses. By contrast, a provision stating that the operator bears no responsibility for vehicle loss, regardless of the circumstances or the operator's legally relevant conduct, may fall within the prohibition under Article 18(1)(a) because it purports to transfer or exclude the business actor's responsibility. Its validity must therefore be assessed according to its actual wording, legal effect, and relationship with the applicable statutory provisions.

Table 1. Normative Assessment of Liability-Exemption Clauses in Parking Services

Legal element	Applicable rule or principle	Implication for parking agreements
Legal basis	Article 18(1)(a) of Law No. 8 of 1999	Standard clauses that transfer or exclude business actors' responsibility are prohibited.
Form of agreement	Standard-form agreement prepared by the business actor	A parking ticket or displayed notice may contain a standard clause subject to Article 18.
Substance of the clause	Whether the provision transfers or excludes the operator's responsibility	A disclaimer must be examined according to its actual wording and legal effect, not merely its label.
Consumer acceptance	Acceptance of predetermined terms does not override mandatory legislation	Receipt of a parking ticket does not, by itself, validate a prohibited clause.
Legal consequence	Article 18(3) of Law No. 8 of 1999	A standard clause violating the applicable prohibitions is null and void by operation of law.
Individual liability	Assessment under the applicable law and facts of the dispute	The invalidity of a clause does not eliminate the need to examine the circumstances relevant to a particular claim.

VSource: Author's normative analysis based on Law No. 8 of 1999 on Consumer Protection, particularly Article 18(1)(a) and Article 18(3).

The table demonstrates that the legal assessment involves several connected but distinct questions. First, the researcher must establish whether the disputed provision constitutes a standard clause within the meaning of Article 18. Second, the provision must be examined to determine whether it transfers or excludes the business actor's responsibility. Third, where the clause violates the statutory prohibition, its legal consequence must be determined under Article 18(3). This sequence prevents the

analysis from relying solely on the presence of a disclaimer or on the consumer's formal acceptance of the parking ticket.

The statutory consequences are significant because Article 18(3) provides that prohibited standard clauses are null and void by operation of law. The provision therefore establishes a legal consequence that does not depend solely on whether the consumer has expressly challenged the wording at the time of the transaction. Nevertheless, the application of this consequence requires the identification of a clause that actually violates the relevant statutory prohibition. Not every provision concerning the limits of a service necessarily transfers responsibility, and the legal character of the clause must be established through interpretation rather than assumption.

The issue also requires a distinction between the invalidity of an exoneration clause and the determination of liability for a particular vehicle loss. The former concerns the compatibility of the contractual term with mandatory consumer protection law. The latter concerns whether the facts and applicable legal rules establish a basis for holding the parking operator responsible. Consequently, the invalidity of a disclaimer does not automatically establish every element of a consumer's claim for compensation. The claimant's loss, the relevant conduct, the applicable legal basis, and any other legally material circumstances must still be examined in accordance with the governing law.

This distinction is consistent with the broader concerns identified in research on standard-form consumer contracts. Pałka et al. (2025), in their empirical examination of online terms of service, investigate whether contractual terms used by service providers comply with applicable consumer law. Although their research concerns digital services rather than parking facilities, it illustrates why the existence of consumer protection rules and the actual conformity of contractual terms with those rules should be treated as separate analytical questions. Similarly, the discussion by Dewa Kadek Kevin Patria & Abdul Rokhim (2025) concerning exoneration clauses in electronic commerce highlights the tension between freedom of contract and the potential abuse of contractual circumstances. These perspectives are relevant to parking agreements insofar as they emphasize the need to evaluate contractual provisions against applicable legal standards.

Research specifically addressing Indonesian parking services provides a more direct context for applying these principles. Hambali & Harliyanto (2026) examine the validity of standard clauses on parking tickets from a consumer protection perspective. Hikmawati & Hasdar (2025) discuss the tension between legal certainty for parking operators and fairness for consumers. These themes demonstrate the importance of assessing the content and legal effect of parking disclaimers rather than treating them as automatically enforceable simply because they appear on a ticket. However, the conclusions of any individual study must be evaluated against the applicable statutory text and the supporting legal materials.

The broader literature on consumer protection also emphasizes the need to examine whether contractual arrangements preserve the rights established by legislation. Wiśniewska & Pałka (2023) address consumer legal protection in standard agreements through a systematic literature review, while Rahayu et al. (2026) examine prohibited standard clauses in digital-platform contracts under Article 18. Although the latter research concerns a different commercial setting, the statutory issue is closely related: the existence of a prohibition must be distinguished from the question of how contractual terms are formulated and assessed in practice. These studies can therefore provide supporting perspectives, although they do not replace the analysis of the specific statutory requirements applicable to parking services.

On the basis of this normative analysis, Article 18(1)(a) establishes a clear legal limitation on the use of standard clauses that transfer or exclude business actors' responsibility. Where a parking-ticket disclaimer falls within that prohibition, Article 18(3) provides the corresponding legal consequence. The validity of the clause must therefore be determined by reference to its substantive legal effect, rather than merely its presentation as a contractual term or the consumer's receipt of the ticket. This interpretation reinforces the principle that contractual freedom operates within the boundaries established by mandatory consumer protection legislation.

The principal conclusion of this subsection is that a parking operator cannot rely solely on a standard-form disclaimer to avoid responsibility that the law does not permit it to transfer or exclude. At the same time, the legal invalidity of a prohibited clause must be distinguished from the separate determination of responsibility in an individual dispute. This distinction provides the normative foundation for examining how Article 18(1)(a) is applied in judicial decisions involving the loss of consumer vehicles in parking facilities, which constitutes the focus of the subsequent subsection.

3.2. The Application of Article 18(1)(a) of Law No. 8 of 1999 in Resolving Disputes over Vehicle Loss in Parking Facilities

The practical application of Article 18(1)(a) of Law No. 8 of 1999 on Consumer Protection must be examined through judicial decisions involving disputes between parking operators and consumers. Although the provision prohibits standard clauses that transfer business actors' responsibility, its practical significance depends on how courts assess the contractual relationship, identify the relevant obligations, and determine the legal consequences of a consumer's loss. The central question is therefore not merely whether a parking ticket contains a disclaimer, but whether the operator can rely on that disclaimer to avoid responsibility under the applicable law.

The relationship between parking operators and consumers is relevant to this assessment because the provision of a parking space involves more than the physical use of land. Depending on the arrangement and circumstances, the service may also involve obligations relating to the receipt, supervision, security, and return of a vehicle. Gerungan et al. (2022) explains that the relationship between parking operators and consumers may be characterized as a deposit arrangement, under which the operator is expected to safeguard and return the vehicle. This characterization provides an important basis for examining the operator's obligations when a vehicle is lost while under its management.

Nevertheless, the legal classification of a parking arrangement should not be determined solely by its commercial label. The contractual structure, the services actually provided, and the applicable legal provisions must be considered together. Noviyanto et al. (2024) similarly discuss the responsibility of parking operators under Indonesian positive law, including the relevance of civil liability and the legal relationship arising from parking services. These perspectives indicate that the assessment of responsibility requires an examination of both the contractual relationship and the statutory duties imposed on the service provider.

A significant illustration can be found in Supreme Court Decision No. 458 K/Pdt.Sus-BPSK/2017. Hartono et al. (2025) examine this decision in the context of consumer protection against vehicle damage and loss in parking facilities. Their discussion reports that the Supreme Court rejected the cassation filed by PT Nusapala Parkir, reinforcing the legal significance of the parking operator's responsibility toward consumers. The case is particularly relevant because it demonstrates that a parking operator's contractual position cannot be assessed independently of the statutory framework governing consumer protection.

The decision also raises an important distinction concerning the scope of the parking operator's obligations. The dispute has been discussed in relation to the loss of personal belongings inside a vehicle, rather than exclusively the disappearance of the vehicle itself. Pradnyandari et al. (2024) describe the operator's argument that its custody obligations concerned the vehicle and did not extend to items stored inside it. This issue illustrates that the determination of liability may require a separate assessment of the object entrusted to the operator, the circumstances of the loss, and the scope of the service provided. Consequently, the decision should not be treated as establishing that every type of loss occurring in a parking facility automatically creates identical legal consequences.

Another relevant judicial dispute concerns Central Jakarta District Court Decision No. 423/Pdt.G/2017/PN Jkt.Pst, as identified in the article by Azzahra & Apriani (2024) . Their study describes a situation in which a consumer found damage to a vehicle's central-lock system and the disappearance of personal belongings from inside the vehicle. The consumer subsequently sought

clarification and accountability from the parking service provider. This case illustrates the practical difficulty of establishing the extent of a parking operator's obligations when the loss concerns both damage to the vehicle and missing property inside it. It also demonstrates why the legal analysis must distinguish the consumer's allegation, the evidence establishing the loss, and the legal basis for imposing liability.

These disputes show that the application of Article 18(1)(a) requires more than identifying the existence of a disclaimer. The court must determine whether the clause falls within the statutory prohibition and whether the operator's reliance on it is legally justified. If the clause transfers or excludes responsibility in a manner prohibited by Article 18(1)(a), Article 18(3) provides that the offending clause is null and void by operation of law. The operator therefore cannot establish the validity of such a clause merely by demonstrating that it was printed on a ticket or displayed within the parking facility.

At the same time, the invalidity of a disclaimer and the determination of compensation are distinct legal questions. A finding that a clause is prohibited does not remove the need to establish the relevant loss and examine the legal basis for the consumer's claim. The court must assess the facts and applicable legal provisions before determining whether compensation is justified and what form it should take. Rahmad Tullah et al. (2025) , in examining the transfer of responsibility for missing property in parking areas, discusses the prohibition against exoneration clauses and the civil remedies available to affected consumers. This supports an analytical approach that distinguishes the legal status of the clause from the consequences arising from the particular dispute.

Table 2. Application of Consumer Protection Principles in Parking Disputes

Judicial decision or research context	Principal legal issue	Relevance to Article 18(1)(a)	Analytical implication
Supreme Court Decision No. 458 K/Pdt.Sus-BPSK/2017	Parking operator's responsibility for loss involving consumer property	A unilateral disclaimer must be examined against statutory consumer protection obligations.	The scope of the operator's responsibility requires examination of the circumstances and the object of the loss.
Central Jakarta District Court Decision No. 423/Pdt.G/2017/PN Jkt.Pst, as discussed by Azzahra and Apriani (2024)	Vehicle damage and missing personal belongings	A disclaimer cannot be assessed independently of the operator's legal obligations and the circumstances of the loss.	Evidence of damage, missing property, and the relevant contractual relationship must be considered.
General disputes involving lost vehicles in paid parking facilities	Reliance on a parking-ticket disclaimer to deny liability	A clause transferring or excluding responsibility may be prohibited under Article 18(1)(a).	The clause's legal effect must be assessed separately from the determination of liability and compensation.
Disputes involving the scope of parking services	Whether the operator's obligations extend to particular property or losses	The prohibition on transferring responsibility does not eliminate the need to establish the scope of the relevant legal obligation.	The object entrusted, the service arrangement, and the facts of the case must be examined.

Source: Author's analysis based on Law No. 8 of 1999 on Consumer Protection and the judicial decisions discussed in the cited literature.

The comparison demonstrates that judicial analysis must distinguish the general prohibition of exoneration clauses from the factual and legal questions arising in each dispute. In particular, the first task is to determine whether the clause transfers or excludes the operator's responsibility in a manner prohibited by Article 18(1)(a). The second is to establish the nature of the loss and the legal obligations relevant to the service arrangement. The third is to determine the legal consequences of the loss, including whether compensation is warranted under the applicable legal framework.

This distinction is consistent with the broader literature on standard-form consumer contracts. Chakraborty et al. (2022) examine consumer-unfriendly terms in electronic commerce and report that such provisions may affect consumer satisfaction and business outcomes. Although their study concerns online services rather than parking facilities, it provides a useful comparative perspective on the consequences of contractual terms that consumers have limited opportunities to negotiate. Pałka et al. (2024) likewise document the evaluation of standard terms of service under European Union consumer law, including provisions concerning remedies, dispute resolution, and the rights and obligations of contracting parties. These studies do not establish the legal rules applicable in Indonesia, but they reinforce the analytical importance of examining the substance and practical implications of standard contractual terms.

The comparative literature also illustrates that the existence of a statutory prohibition does not, by itself, resolve every dispute arising from a standard-form agreement. Legal interpretation must connect the wording of the applicable rule with the content of the disputed clause and the circumstances in which it is invoked. In the Indonesian context, this requires the court to apply Article 18(1)(a) together with Article 18(3), while separately considering the legal basis for any claim arising from vehicle loss or damage. Pałka et al. (2025) , in their discussion of the impact of the Digital Content Directive on online platforms' terms of service, provide a further comparative perspective on the relationship between contractual terms and consumer protection regulation.

The practical significance of these principles lies in preventing the formal presentation of contractual terms from displacing mandatory legal obligations. If a parking operator could avoid responsibility solely by inserting a disclaimer into a parking ticket, the prohibition established by Article 18(1)(a) would risk losing its protective function. Conversely, rejecting a disclaimer does not justify imposing liability without an adequate legal and factual basis. A sound judicial approach must therefore preserve both statutory consumer protection and the requirement that legal responsibility be determined through a reasoned assessment of the case.

Accordingly, the application of Article 18(1)(a) in parking disputes requires a two-stage analysis. First, the court must determine whether the disputed disclaimer constitutes a prohibited transfer or exclusion of the operator's responsibility. Second, the court must assess the facts, the relevant legal obligations, and the basis for the consumer's claim. Where a clause falls within the statutory prohibition, Article 18(3) establishes its nullity by operation of law. The determination of compensation, however, remains dependent on the applicable legal grounds and the circumstances established in the particular case.

This subsection concludes that the effectiveness of Article 18(1)(a) depends on its application as a substantive legal limitation on contractual disclaimers, rather than as a general presumption that every parking operator is liable for every loss occurring on its premises. Judicial decisions provide an important means of clarifying the relationship between the statutory prohibition, the operator's legal obligations, and the consumer's entitlement to seek remedies. A consistent approach should invalidate prohibited clauses while ensuring that findings of liability and compensation remain grounded in the relevant law and established facts.

A further consideration arises where parking services are operated by a regional public company. Ningrat & Kurniawan (2025) examine the liability of Perumda Bhukti Praja Sewakadarma for vehicle loss and discuss the relationship between parking management, public service obligations, and

consumer protection. Their analysis is relevant because it demonstrates that the institutional status of a parking operator may affect the context in which its obligations are assessed, although it does not remove the need to comply with applicable consumer protection legislation. The authors also discuss Central Jakarta District Court Decision No. 551/Pdt.G/2000/PN Jkt.Pst in relation to the invalidity of exoneration clauses. This perspective supports the view that the legal assessment should consider the operator's role and the relevant judicial authorities rather than rely exclusively on the wording of a parking ticket.

4. CONCLUSION

This study concludes that Article 18(1)(a) of Law No. 8 of 1999 on Consumer Protection establishes a substantive legal limitation on the use of standard-form clauses that transfer or exclude business actors' responsibility. In parking services, a disclaimer printed on a parking ticket cannot automatically release an operator from obligations imposed by applicable law. Where a clause violates the prohibition under Article 18(1)(a), Article 18(3) provides that the clause is null and void by operation of law. The legal validity of such a clause must therefore be assessed according to its substantive content and legal effect, rather than merely its presentation as a contractual term or the consumer's acceptance of the parking ticket.

The study further establishes that the application of this prohibition must be distinguished from the determination of liability in an individual dispute. The invalidity of an exoneration clause does not, by itself, establish every element of a claim for compensation. Courts must examine the circumstances of the loss, the nature of the parking arrangement, the operator's legally relevant obligations, and the applicable legal grounds for liability. This distinction provides a more precise framework for protecting consumers while ensuring that judicial decisions remain grounded in the relevant law and established facts.

The principal contribution of this research is its clarification of the relationship between the statutory prohibition of liability-exemption clauses and the separate assessment of liability for vehicle loss. The findings suggest that effective consumer protection requires not only clear statutory rules but also consistent judicial interpretation of the substance and consequences of standard-form contractual provisions. Future research should examine a systematically selected set of Indonesian court decisions to compare judicial reasoning, evidentiary standards, and approaches to compensation in disputes involving parking services. Further comparative research may also investigate how other jurisdictions regulate contractual disclaimers and balance consumer protection with legitimate operational interests in parking management.

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