
SETTLEMENT OF DEFECTS IN TOURISM BUS RENTAL AGREEMENTS IN KENDAL DISTRICT

Dinar Aryanti¹, Ferry Arief Setiawan², Giyan Prihandoko³

¹Universitas 17 Agustus 1945 Semarang

²Department of Financial and Economic Law, Asia University, Taiwan

³Universty of Melbourne, Australia

¹pedomanpenulisan@gmail.com

ABSTRACT; Agreements based on Article 1313 of the Civil Code, namely "an agreement is an act by which one or more people bind themselves to one or more other people". Leasing is carried out by making an agreement between both parties. Implementation of a tourist bus rental agreement at PT. WIN GSP TRANS in Kendal Regency experienced a default/broken promise. This research aims to analyze the implementation of agreements and the resolution of defaults on tourist bus rental agreements at PT. WIN GSP TRANS in Kendal district. The method used in this research is a type of normative legal research, namely legal research carried out by studying existing norms or statutory regulations. The research specifications used are descriptive. The data sources used are secondary and primary data. Qualitative data analysis, namely describing data in sentence form in an orderly, logical, non-overlapping and efficient manner to facilitate understanding and interpretation of data. This research is about the implementation of tourist bus rental agreements at PT. WIN GSP TRANS in Kendal district, namely tenants must fulfill two requirements, firstly legal requirements and secondly administrative requirements. Settlement of defaults on tourist bus rental agreements with PT. WIN GSP TRANS, namely by non-litigation settlement such as negotiation or deliberation.

Keywords: Settlement, Default, Bus Rental

INTRODUCTION

Humans in carrying out life as social beings have a need to interact with other humans. The relationship between humans and humans is referred to as a reciprocal relationship in the sense of mutual benefit, just like the relationship of a lease agreement.

An agreement under Article 1313 of the Civil Code is "an agreement is an act by which one or more persons bind themselves against one or more other persons".¹

An agreement is said to be valid if it meets 4 (conditions) according to Article 1320 of the Civil Code, namely:

- a. Agree those who bind themselves;
- b. the ability to make an agreement;
- c. a particular thing;
- d. a lawful cause.²

A lease according to Article 1548 of the Civil Code is an agreement by which one party binds himself to give to the other party to give him the enjoyment of a good for a certain time and with the payment of a price that the party is later capable of payment".³

Rental can be done by making an agreement in advance between the tenant and the bus rental service provider or who rents. Mr. Dr. Agus Santoso as the owner gave information that the form of agreement in renting a tour bus at PT. WIN GSP TRANS is oral. The oral agreement is made between PT. WIN GSP TRANS as the leaser and tenant. The agreement contains agreements that must be carried out by both parties.⁴

The parties to an agreement basically have to carry out the agreement that has been made, but in practice, defaults often occur in implementing previously agreed upon tourist bus rental agreements. Default that occurred at PT. WIN GSP TRANS is based on the results of research conducted by the author, namely that the renter with the initials P canceled the rental, the renter with the initials A was late in paying the rental fee, and the renter with the initials D changed the travel route.⁵

Default as described in Article 1238 of the Civil Code is a condition in which the tenant is declared negligent by a warrant, or by a deed of that kind, or by virtue of the strength of the engagement itself, that is, if this engagement results in the tenant being deemed negligent by the lapse of the specified time. Default means failure to

¹ R. Subekti and R. Tjitrosudibio, 2014, Civil Code, East Jakarta: PT Balai Pustaka, p. 338.

² *Ibid.*, hal. 339.

³ *Ibid.*, hal. 381.

⁴ The results of the interview with Mr. Dr. Agus Santoso, October 26 2023 at the PT Office. WIN GSP TRANS Kendal.

⁵ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

fulfill the achievements that have been set. Achievement is something that can be demanded.⁶

Default occurs when the parties do not do what is promised, do what is promised but not in accordance with, do what is agreed late, and do what is prohibited in the agreement. Parties who commit defaults can be subject to sanctions, which can be in the form of compensation, reimbursement of costs, and others.

Default settlement carried out by PT. WIN GSP TRANS is through alternative dispute resolution through non-litigation channels. The non-litigation route is a dispute resolution mechanism carried out outside the court, using mechanisms that live in communities whose forms and kinds are very diverse, such as peace, deliberation, customary settlement, kinship and others.⁷

PT. WIN GSP TRANS makes negotiation or deliberation as a medium of settlement in the event of default in the implementation of the charter agreement to rent a tour bus. Negotiation or deliberation is chosen because the use of alternative dispute resolution prioritizes a sense of kinship and deliberation between the two parties to the dispute, and does not cause prolonged conflicts.⁸

Negotiation is a two-way communication used to reach an agreement when both parties have the same and different interests. Negotiation is a means for parties to a dispute to discuss its resolution without the involvement of a third party (negotiator) who is not authorized to make decisions.⁹

PROBLEM

Based on the background of the problem above, the author formulates the problem formulation, namely:

- 1) How is the implementation of the charter bus rental agreement at PT. WIN GSP TRANS in Kendal district?
- 2) How to resolve defaults on the charter agreement to rent a tour bus at PT. WIN GSP TRANS in Kendal district?

The aims of this research are:

- 1) To analyze the implementation of the charter bus rental agreement at PT. WIN GSP TRANS in Kendal district.
- 2) To analyze the settlement of defaults on the charter agreement to rent a charter bus at PT. WIN GSP TRANS in Kendal district.

RESEARCH METHODS

⁶ Hukumonline Team, Understanding Default, Consequences, and How to Resolve It, <https://www.hukumonline.com/berita/a/eleme-dan-cara-selesaikan-wanprestasi-lt62174878376c7/>, accessed on 31 October 2023.

⁷ Muhammad Samsudin, 2021, Law on Dispute Resolution Outside of Court and Arbitration, Semarang: Faculty of Law, University of 17 August 1945 Semarang, p. 13.

⁸ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

⁹ Fitrohin Jamilah, 2014, Business Dispute Resolution Strategy, Yogyakarta: Medpress Digital, p. 53.

The type of research used by the author is normative legal research, which is legal research conducted by studying existing norms or laws and regulations related to the issues discussed. The research specifications used in this study are descriptive. That is to explain and explain the data found in the study. By describing the phenomena that occur in society and analyzing the state of the object studied directly from the source. Aims to obtain information related to the current state and connect with existing variables. Secondary Data Is the main source that is used as a guideline for discussion in this study, namely data obtained by a researcher indirectly from his object, but through data obtained from literature studies. For example, books, texts, journals, magazines, newspapers, documents, laws and regulations and so on. Primary Data, namely data obtained from the source directly and recorded through the results of interviews and observations (observations) conducted by the author with the Owner and Operations Manager of PT. WIN GSP TRANS. The data collection method in this study uses the following ways:

- a. Literature study is a data collection technique by reviewing various books, research reports, scientific essays, theses and regulations, statutes, encyclopedias, and written sources both printed and electronic related to research problems.
- b. Interview is a way to obtain information by asking directly to the person concerned and considered mastering or understanding a problem related to the research topic.
- c. Documents, namely by reviewing various documents regarding leases and other documents related to research problems.

All research results that have been collected will be compiled systematically, which will then be processed to be compiled in the form of descriptions:

- a. Data check, namely checking the data obtained whether there are still deficiencies and whether the data is in accordance with the problem.
- b. Analyze data
In this stage, research conducts assessment activities on data management in the form of formulation and conclusions.

In relation to the normative legal research method used by the author in this study, the data analysis used in this study was carried out qualitatively, namely describing data in the form of sentences in an orderly, logical, non-overlapping and efficient manner to facilitate understanding and interpretation of data.¹⁰

DISCUSSION

Implementation of Bus Rental Agreement at PT. WIN GSP TRANS

PT. WIN GAPRA SISYA PUTRA TRANS abbreviated as PT. WIN GSP TRANS is a business entity in the form of a Limited Liability Company. Limited Liability Company or PT based on Article 1 paragraph (1) of Law Number 40 of 2007 concerning Limited

¹⁰ Ishaq, *Legal Research Methods*, Bandung: Alfabeta, 2017, p. 73.

Liability Companies namely "Limited Liability Company, hereinafter referred to as the Company, is a legal entity that is a capital partnership, established based on an agreement, conducting business activities with authorized capital which is entirely divided into shares and meets the requirements stipulated in this Law and its implementing regulations".

PT. WIN GSP TRANS is a business entity engaged in chartering tourism buses established in 2016 in Kendal Regency, Central Java. PT. WIN GSP TRANS itself is located in two different locations, the first one is on Jalan Pahlawan RT. 01 RW. 01 Kel. Sijeruk Kec. Kendal Kab. Kendal and the second Jalan Tentara Pelajar Front Gas Station Tunggul Rejo Kec. Kendal Kab. Kendal.¹¹

Article 7 paragraph (1) of Law Number 40 of 2004 explains that "The Company is established by 2 (two) or more persons by notarial deed made in Indonesian." PT. WIN GSP TRANS itself was founded by brothers, namely Dr. Agus Santoso and Mr. Winarko.¹² Implementation of the charter bus rental agreement at PT. WIN GSP TRANS recognizes 2 (two) requirements, namely legal requirements and administrative requirements. Both conditions must be met by the tenant before making agreements.

The legal requirements that must be met by the tenant are to fulfill 4 (conditions) of the validity of the agreement according to Article 1320 of the Civil Code, namely:

a. Agree those who bind themselves.

This condition means the parties who enter into the agreement, namely the tenant and PT. WIN GSP TRANS has agreed on the rental price, objectives, risks that will occur later, and the fulfillment of rights and obligations for each party. This condition includes the subject of the agreement, if it contains defects in the subject, then the agreement can be canceled.

b. Ability to make engagement charges.

The person who makes an agreement must be a competent person according to law, based on Article 330 of the Civil Code a person is said to be an adult if he is 21 years old and married even though he is not yet 21 years old.¹³ Lease agreement at PT. WIN GSP TRANS must be someone who has grown up or someone who is considered capable of accountable for his will.¹⁴ This condition includes the subject matter of the agreement, if it contains defects in the subject, then the agreement can be canceled.

c. A certain thing.

¹¹ The results of the interview with Mr. Dr. Agus Santoso, October 26 2023 at the PT Office. WIN GSP TRANS Kendal.

¹² The results of the interview with Mr. Dr. Agus Santoso, October 26 2023 at the PT Office. WIN GSP TRANS Kendal.

¹³ Anggraeni Endah K, et.al., Contract Law, Semarang: Faculty of Law, University of 17 August Semarang, p. 16.

¹⁴ The results of the interview with Mr. Dr. Agus Santoso, October 26 2023 at the PT Office. WIN GSP TRANS Kendal.

This condition is about the object of the agreement, in the bus rental agreement, the agreed object is a bus. This condition includes the object of the agreement, if it contains defects in the object, then the agreement is null and void.

d. A lawful cause/clause.

Because it is halal, meaning the contents of the tourist bus rental agreement with PT. WIN GSP TRANS has reasons that do not conflict with applicable law, where the lessee wants the enjoyment of renting a bus during the rental period and PT. WIN GSP TRANS as the renting party requires the rental fee from the rental. This condition includes the object of the agreement, if it contains defects in the object, then the agreement is null and void.

The tenant must not only meet the legal requirements, but also meet the administrative requirements set by PT. WIN GSP TRANS, aware of the research conducted by the author of these requirements, namely:

1) Registration

The bus rental registration process can be done in two ways, namely by making direct contact or indirect contact.

a. Direct contact

Direct contact means that the tenant comes alone to the bus rental place or PT. WIN GSP TRANS directly to enter into a bus rental agreement with the bus manager.¹⁵

b. Indirect contact

Indirect contact means that the renter can contact the number provided by the bus manager to find information about bus rental and make reservations.¹⁶

2) Booking

Renters can order bus units according to the needs of the tenant, by filling in the following administrative requirements:

a. Name of tenant.

b. Type of bus unit ordered.

c. Day and date of departure.

d. Pick-up point.

e. Location destination.

f. Large DP (*down payment*) / down payment.

g. Rental end day and date.¹⁷

¹⁵ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

¹⁶ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

3) Provision of down payment / DP

The provision of an advance is as a sign to make an agreement, in this case the tenant pays down *payment* to the company. The company's down payment determines that the amount of down payment / DP is at least 25% of the rental price.¹⁸

The bus manager will provide proof in the form of a receipt after the tenant pays the down payment / DP submitted to the bus manager. The receipt is a sign of payment that has been agreed upon by both parties who make the bus rental agreement. The receipt contains:

- a. Name of tenant.
- b. Tenant number.
- c. The amount of DP / down payment paid.
- d. Type of bus rented.
- e. Rental date.
- f. Pick-up point.
- g. Purpose.¹⁹

Receipt provided by PT. WIN GSP TRANS in addition to explaining the above, also attached a notice, namely:

- a. DP / down payment at least 25% of the rental price.
- b. Cancellation of the tour from the tenant DP / down payment is non-refundable.
- c. Prices are subject to change at any time following fuel prices and routes.
- d. Rental does not include tolls, parking and crew accommodation.²⁰

4) Repayment

The renter needs to pay a down payment / DP as an initial sign of renting a bus, after that the renter has the obligation to pay the shortfall from previous payments with conditions that have been agreed by both parties. PT. WIN GSP TRANS stipulates a regulation that repayment for tenants who pay a down payment / DP of 25% of the repayment rental price can be made H-7 before departure to a previously agreed place. Renters who pay a down payment / DP of 50% of the rental price,

¹⁷ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

¹⁸ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

¹⁹ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

²⁰ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

repayment can be made at a location that has been previously agreed between the tenant and the bus manager.²¹

Tenants need to know the regulations of PT. WIN GSP TRANS before renting a bus, the regulation is basically not made in writing but only in the form of an agreement between the two parties, namely:

- 1) Bus booking at the same time stipulates the departure date must pay a down payment / DP of at least 25% of the rental price.
- 2) Repayment of rental payment of at least H-7 before departure.
- 3) If the tenant pays a down payment / DP of 50% of the rental price, then repayment can be made at the location according to the agreement between the two parties.
- 4) Cancellation of rent from the tenant, the down payment / DP cannot be returned.
- 5) Change the schedule of H-1 so that the down payment / DP to pay the bus accommodation penalty and need to reschedule.
- 6) Schedule changes can be made at least H-7 before departure.
- 7) If the renter does not pay the down payment, the company is not responsible if the bus is booked by another tenant.
- 8) Bus rental prices can change at any time without a rental agreement, then PT. WINGSP TRANS cannot be determined at the price given.
- 9) Needs during the rental such as driver, kernet, and fuel oil are entirely the responsibility of the company.
- 10) If there is an increase in the price of fuel oil, tenants who have rented before the price of fuel oil increases will be charged a new tariff for additional fuel costs.
- 11) The company provides 52 seats for big buses, 33 seats for medium buses, and 15 seats for mini buses, if the tenant needs the number of seats exceeding the number of seats on the rented bus, then the tenant must rent another bus.
- 12) Calculation of rental time in 1 (one) day, starting from 06.00-03.00 WIB.²²

The rental price that has been set by PT. WIN GSP TRANS regarding bus fleets according to their types, namely:

a. Mini bus

Rental prices are set on a daily basis, provisions regarding the amount of rental prices in accordance with the destination. For example, in the city will be charged a rental price of around Rp. 400,000. (four hundred thousand rupiah) per day and for out of town will be charged a rental price of around Rp. 1,000,000. (one million rupiah) per day.

²¹ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

²² The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

b. Medium bus

Rental prices are set on a daily basis, provisions regarding the amount of rental prices in accordance with the destination. For example: destinations in Jogjakarta such as Prambanan Temple, Borobudur Cadi, and Malioboro are charged Rp. 2,500,000 (two million five hundred thousand rupiah) per day. If you visit beach tourism, you will be charged Rp. 3,000,000 per day. And the cost for other cities is large fees adjusted to the place to go.

c. Big Bus

Rental prices are set on a daily basis, provisions regarding the amount of rental prices in accordance with the destination. For example, destinations in Jogjakarta will be charged a rental fee of around Rp. 4,500,000 (four million five hundred thousand rupiah) per day and for destinations around the city of Semarang will be charged a rental fee of around Rp. 3,000,000. (three million rupiah) per day.²³

Default Settlement on the Tour Bus Rental Agreement at PT. WIN GSP TRANS in Kendal District

The implementation of the agreement does not always go according to the agreement that has been made. The practice can be tenants who default or break promises. Default is not fulfilling or neglecting to carry out obligations as specified in the agreement made between creditors and debtors.²⁴

According to Subekti, the default (negligence or negligence) of a debtor can be in the form of 4 (four) types, namely:

- a. not do what he is willing to do;
- b. do what he promised, but not as promised;
- c. do what was promised but too late;
- d. do something that he is not allowed to do according to the agreement.²⁵

Dispute resolution efforts carried out by PT. WIN GSP TRANS is through alternative dispute resolution through non-litigation channels. The non-litigation route is a dispute resolution mechanism carried out outside the court, namely negotiation or deliberation. Default that occurs in the implementation of the bus rental agreement at PT. WIN GSP TRANS is as follows:

- 1) The tenant with the initials P cancels the lease.

Cancellation of this lease can be detrimental to PT. WIN GSP TRANS because the bus manager has vacated the date of the P tenant request. The

²³ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

²⁴ Salim HS, 2008, *Introduction to Written Civil Law*, Jakarta: Rajawali Press, p. 44.

²⁵ Yahman, 2014, *Characteristics of Default and Fraud Crimes Born from Contractual Relationships*, Surabaya: Kencana, p. 82.

impact of the cancellation is that the schedule that should have been fulfilled became empty.²⁶

The solution to this problem is PT. WIN GSP TRANS will not refund the down payment / DP that has been paid by tenant P, this is done as a form of compensation because the company has vacated the schedule for the tenant and what should be rented by other tenants cannot be done.²⁷

- 2) The tenant with the initials A is late in paying off the rental fee.

PT. WIN GSP TRANS will be disadvantaged for the late payment of this rental fee. The bus rental business requires a turnover of money to meet operational costs and determine profit outcomes for the company and to pay the salaries of employees.²⁸

The way to solve this problem is by deliberation with tenant A. Tenant A has previously paid a down payment of 50% of the rental price. Based on the agreement that repayment will be made at destination 2, but tenant A does not make repayment until destination 3. The bus manager was forced to not continue the trip and tried to contact tenant A to immediately pay off the rental fee. After tenant A pays off the rental fee, the bus manager continues to the next destination.²⁹

- 3) The tenant with content D changes the travel route.

Changes in destination routes can be detrimental to the company. The company before carrying out the lease agreement has determined the operational costs needed based on predetermined places. Route changes made by tenant D will change operational costs, with the occurrence of these events will also affect the rental time that changes.³⁰

The settlement method applied by PT. WIN GSP TRANS is by negotiating or deliberation with tenant D, if you really have to add routes, the tenant must pay an additional fee to the bus manager which is paid at that time. Tenant D rented a tour bus with the initial purpose of going to Malioboro and Prambana Temple. Tenant D wants to add a destination to Parangtritis beach, then tenant D must pay an additional fee of Rp. 500,000 (five hundred thousand rupiah) which is paid right then and there to the bus manager.³¹

CONCLUSION

Based on the results of research and data analysis, it can be concluded as follows: Implementation of the charter bus rental agreement at PT. WIN GSP TRANS in Kendal Regency, there are 2 conditions: legal requirements, namely tenants must meet the

²⁶ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

²⁷ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

²⁸ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

²⁹ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

³⁰ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

³¹ The results of an interview with Mr. Lukas Sigit P. as Operations Manager, dated December 29, 2023 at the office of PT. WIN GSP TRANS Kendal.

elements of Article 1320 of the Civil Code, agree with those who bind themselves, the ability to make an agreement, a certain thing, and a cause / clause that is halal and administrative requirements, namely the tenant must register, order, provide down payment / DP, and make payments. Default settlement on the charter agreement to rent a charter bus at PT. WIN GSP TRANS in Kendal regency by negotiation or deliberation. From the results of the study, the author's advice for bus tenants and bus entrepreneurs is as follows: The tenant must pay attention to the conditions determined by PT. WIN GSP TRANS so that the agreement process can run smoothly, so that the agreement can be carried out in accordance with the agreement. Pihak PT. WIN GSP TRANS needs to change the form of oral agreement to written, such as making an agreement in subordinate hands. With the aim that the agreement has more legal force if one party commits default or even unlawful acts and protects the rights and obligations of each party.

REFERENCES

- HS, S. (2008). *Introduction to Written Civil Law*. Jakarta: Rajawali Press.
- Ishaq. (2017). *Legal Research Methods*. Bandung: Alfabeta.
- Jamilah, F. (2014). *Business Dispute Resolution Strategy*. Yogyakarta: Medpress Digital.
- k, Anggraeni. E., Irianto, S., & Purnomo, H. (n.d.). *Contract Law*. Semarang: University Faculty of Law 17 August 1945 Semarang.
- Online Legal Team. (2022, October 7). *Understanding Default, Consequences, and How to Resolve It*. Accessed October 31, 2023, from <https://www.Hukumonline.com/berita/a/eleme-dan-cara-selesaikan-wanprestasi-lt62174878376c7/>
- Samsudin, M. (2021). *Law on Out-of-Court Dispute Resolution and Arbitration*. Semarang: Faculty of Law, University of 17 August 1945 Semarang.
- Subekti, R., & Titrosudibio, R. (2014). *Civil Law Code*. East Jakarta: PT. Library Hall.
- Yahman. (2014). *Characteristics of Default and Fraud Crimes Born from Contractual Relationships*. Surabaya: Kencana.