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THE RELATIONSHIP OF AGENCIES IN ORGANIZING OF UMROH TRAVEL IN INDONESIA AND THE POTENTIAL OF CONSUMER RIGHTS VIOLATION

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ABSTRACT

The operation of Umrah Pilgrimage Travel in Indonesia is carried out through a travel bureau that has received permission from the Ministry of Religion of the Republic Indonesia to organize Umrah Pilgrimage travel, in which currently reach up to 1,000 companies in Indonesia. The Umrah Pilgrimage Travel Company is under the supervision of the Ministry of Religion of the Republic Indonesia with an operating license as PPIU. The practice of marketing Umrah pilgrimage services by the PPIU Company, in which by partnering in the form of agency cooperation. This form of partnership has resulted in a detrimental impact on consumers as prospective pilgrims.

This study used a sociological juridical approach. This approach emphasized research objective to gain empirical legal knowledge by entering directly into its object in order to obtain information about the legal relationship between companies organizing pilgrimage travel with agency.

The practice that was carried out in organizing pilgrimage was that agents work together with PPIU companies (principals) to find prospective pilgrims, but agents make their own prices not in accordance with the prices given by PPIU companies. In addition, there were omissions from PPIU companies related to the practice of paying pilgrimage fees by prospective pilgrims through an agent account so that when lost occur to prospective pilgrims, the PPIU Company was not willing to be responsible because the fees paid by prospective pilgrims were not deposited by agents to the PPIU Company, and the agent also did not receive sanctions from the Ministry of Religion of the Republic Indonesia because it was outside of its supervision. This has the potential to violate consumer rights, from delaying departure to failing to go on pilgrimage.

An agency relationship that can minimize violations of consumer rights is an agency relationship regulated in Regulation of the Minister of Trade of the Republic Indonesia Number 11 / M-DAG / PER / 3/2006. The regulation explains that an agent is a national trading company that acts as an intermediary for and on behalf of the principal based on an agreement to conduct marketing without transferring the physical rights to the goods and or services owned or controlled by the principal who appointed it. Company law also regulates that an agency relationship is a relationship between an agent and a principal in which the agent is a separate company that performs permanent services to the principal and performs activities for and on behalf of the principal. It was said to be able to minimize consumer rights violations because this agency form is clear in its provisions and supervision so it will provide more protection for consumers even though the agent is not supervised by the Ministry of Religion of the Republic Indonesia

Keywords: Consumer Protection, Agency, Umrah Travel Company Organizers.

INTRODUCTION

Praying Umrah to the Holy Land of Saudi Arabia is a worship that is highly desired by Muslims in Indonesia because of the long waiting time for the departure of Hajj in Indonesia, which is up to 20 years. Therefore, there are many Muslims in Indonesia who practice Umrah before Hajj. The high interest of prospective pilgrims to run the Umrah makes the number of company's business organizing pilgrimage grows.

The rise of the establishment of pilgrimage company organizers in line with the rampant fraud cases of prospective pilgrims that failed to go as far as irresponsible pilgrimage company organizers. The rise of that was also not followed by the readiness of the Ministry of Religion of the Republic Indonesia to anticipate all risks that will occur. From the regulations which do not regulate the PPIU Company's relationship with agencies to its supervision.

The writer intended to describe the relationship between PPIU companies with agencies in which the practice of the relationship has the potential to lose out prospective pilgrims as consumers.

The objective of writing this article was to describe an analysis of the legal relationship between the Pilgrimage Travel Company (PPIU) with agencies which this legal relationship will effect on how liable to consumers as prospective Umrah pilgrims even if there is lose out.

This research is very important to do because of violations of the rights of prospective pilgrims often occur and the governments' action taken was the act of supervision only for companies organizing pilgrimage that were licensed by the operational PPIU. Whereas it happened was that there was an omission of the actions of PPIU company agents even though the activities of PPIU Company agencies were activities that have the potential to violate the rights of pilgrims as consumers because there was no supervision and regulation of these agencies.

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Based on the background of the study, the problem examined is the relationship between the Umrah Pilgrimage Company Organizers which has a PPIU operational permit based on the Decree of the Ministry of Religion of the Republic Indonesia and the agencies.

METHOD

The method used was a sociological juridical approach and the objective was to obtain empirical legal knowledge by entering directly into its object in order to get information about the legal relationship between the companies organizer the pilgrimage with agencies. The research type was qualitative, which expected to provide a systematic picture of legal events.

1. Research Focus

This study focused on analyzing the relationship between companies that organize pilgrimage travel with agencies.

2. Research Location

The research location is the location that is used as the place where the writer will do the research, where to find out the research object. In this case, the writer conducted research on the Umrah Pilgrimage Company (PPIU Company) in Central Java and the Ministry of Religion Regional Office of the Central Java Province.

3. Data Resources

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Data sources used in this study were:

a. Primary Data Resources

Primary data researches were the data obtained from the first data or main data source. The primary data used by the writer was by conducting a field survey as the main data and interviewing sources or informants who have the potential to provide information in accordance with the conditions in the field.

b. Secondary Data Sources

Secondary data that the writer used come from library materials, consisting of:

1. Regulation of the Minister of Religion Number 8 Year 2018
2. Regulation of the Minister of Trade of the Republic Indonesia Number 11 / M-DAG / PER / 3/2006
3. Books related to company law that examines agencies relationships
4. Related books on legal protection for consumers including journals, theses and legal theses

4. Data Collection Technique

Data collection was carried out using field data collection techniques and the collection of legal materials. Data collection techniques that used in researching data were:

a. Observation

Observation was carried out by observing and recording the symptoms that were related to the relationship between PPIU companies and agencies.

b. Interview

Interviews were conducted by asking respondents for information regarding respondents' understanding of the PPIU Company's relationship with agencies.

c. Literature Study

Literature study is done by reading the literature. At this stage the writer looking for literature that has relevance to the discussion of the problems in this study.

RESULTS AND DISCUSSION

A. Agencies Scope

Ridwan Khairandy quoted from David Kelly's article defines that the agent is a person who is given authority by the principal to represent himself to carry out a legal act or legal relationship with a third party¹. The legal relationship between the principal and agent is based on an agency agreement.

Basically an agency is an agreement between an intermediary and the principal. Intermediaries commit themselves to the principal to carry out a legal act for the benefit of the principal. In other words, agency can be interpreted as an agreement between an intermediaries, in which the principal gives authority to the intermediary to do an agreement with a third party for the principal's interests.

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Principal is a person who gives the power of attorney to carry out a legal act with another person for his interests. Intermediary is a person who holds the power to carry out a legal act based on the authority or under the supervision of the principal.

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¹ David Kelly dalam Ridwan Khairandy, 2013, "Pokok-Pokok Hukum Dagang Indonesia", Yogyakarta: FH UIIPress, page 247

Agency agreements can take many forms as follows:

a. Authority granted by the principal to the intermediary

This authority can be given verbally, written, or secretly. The most common form of agency is where the principal explicitly designates an agent to represent the principal. Agents are specifically appointed by principals to carry out certain tasks or to carry out certain actions in general. The appointment of the agent will include the establishment of a contractual relationship between the principal and the agent, while explicit designation can be made verbally or in written.

Principals are considered giving authority secretly to intermediaries to act:

1. In accordance with applicable customs according to place, time or certain business fields
2. In order to carry out duties as an intermediary.²

The characteristics of agents, including:³

1. Act for whom
An agent will sell goods and/or services on behalf of the principal. In conducting transactions with third parties, agents act for and on behalf of the principal. The principal will be responsible for the actions taken by the agent as long as the actions are in accordance with the authority given by the principal to the agent.
2. Income received
In the case of agency, the income received by an agent is in the form of a commission from the sale of goods and/or services to consumers.
3. Purpose of shipping goods
Goods are sent directly from the principal to the consumer. Goods remain the property of the principal.
4. Payment of goods prices
Payment of the goods prices directly from consumers to the principal without going through an agent.

b. principal approval of the engagement made by the intermediary

Ratification in intermediary is approval of an agreement made by an intermediary or someone who claims to act as an intermediary with a third party without permission (authority) from the principal⁴. Legally, for the principal there is no legal obligation to be bound to the agreement made without that authority, but he can be bound or responsible for the agreement through the ratification process

The intermediary agreement can contain provisions concerning the obligations of intermediaries to ask for principal approval from each engagement they have made. The obligation of intermediaries to ask for authorization from the principal is not required to be notified to third parties.

Furthermore, the ratification can be given verbally, written, or secretly. The ratification is valid since the engagement is made intermediary with a third party, if the principal already exists and is legally competent at the time the agreement is made.

In the common law system literature there are several requirements relating to the ratification, they are:⁵

1. Intermediaries have used the name of the principal, and demanded to act on behalf of the principal
2. Principals must already and have the ability to make agreements when an intermediary do an agreement with a third party
3. Principals have understood of material at the time of ratification
4. The principal must approve or reject all agreements made by the intermediary
5. Those ratification must be granted or occur before the third party collect the existing agreement.

² Iwan Khairandy, 2013 "Pokok-Pokok Hukum Dagang Indonesia", Yogyakarta, FH UIIPress, page 248

³ Munir Fuady, 2008, *Pengantar Hukum Bisnis: Menata Bisnis Modern di Era Global*, Citra Aditya Bakti, Bandung, page 153 in the thesis Parah Nugrahastuti, 2017. Kedudukan dan Tanggung Jawab Agen dalam Pengaturan Layanan Keuangan Digital (Skripsi tidak diterbitkan, Prodi Ilmu Hukum Fakultas Hukum Universitas Islam Indonesia), page 56.

⁴ Michael B. Metzger dalam Ridwan Khairandy, 2013, "Pokok-Pokok Hukum Dagang Indonesia", Yogyakarta, FH UIIPress, page 249

⁵ Ralph C. Hobber dan AD.G.Guest dalam Ridwan Khairandy, 2013, "Pokok-Pokok Hukum Dagang Indonesia", Yogyakarta, FH UIIPress, page 249

c. Statutory provisions⁶

In the common law system literature, it is usually stated that mediation is based on agreements of the parties, but in certain circumstances, the law may require the existence of meditation⁷. Those Mediation agencies usually called the Agency of Necessity or Agency by Necessity⁸.

The legal basis of agencies can be found in the following provisions:⁹

1. In the KUHP Civil Code, which contains the principle of freedom of contract (article 1338);
2. In the KUHP Civil Code on the Nature of Proxy (Article 1792 to Article 1799);
3. In the KUHD which regulates Brokers (Article 62 to Article 73);
4. In the KUHD which regulates the Commissioners (Article 76 to Article 85a);
5. In special fields such as in the capital market legislation governing dealers or stockbrokers;
6. In administrative regulations, such as regulations from the trade and industry department, which regulates administrative and oversight issues regarding this agency problem.

B. Agency Management of Umrah Pilgrimage Organizers

1. Marketing Method

The marketing of service products from the PPIU Company that is carried out in order to be efficient and effective is in collaboration with other parties outside the working area of the PPIU Company so it can reach the entire community to cloistered areas. In addition to marketing factors that are deemed effective, the reason for the company's cost suppression also influences the reason PPIU Company cooperates with other business actors to market its products. The marketing method used by the PPIU Company is to open a branch or representative office and also the PPIU Company works with partners called agents.

According to Mr. Irwan PT. Aneka Indo Wisata Yogyakarta, the method used by the company is agency. PT. Aneka Indo Wisata which is located in Yogyakarta is a branch office and its head office is in Bogor. PT. Aneka Indo Wisata has many agents and is not officially registered. The status of this company is a branch of PT Aneka Indo Wisata Bogor as a Business Travel Pilgrimage Corporation (PPIU) that has a permit from the Ministry of Religion. This company is to get prospective pilgrims to partner with an agent, one of whom is named PT Charis Berkah Tour. PT Charis Berkah Tour uses its account to receive payment of Umrah fees. In addition to being an agent of PT Aneka Indo Wisata, PT Charis Berkah tour is also an agent of PT Tursina Jakarta so that in this case PT Cahris Berkah has more than one principal.

Regarding the umroh payment model, PT Aneka Indo Wisata does not prohibit the payment of pilgrims through agent accounts. PT. Aneka Indo Wisata does not prohibit the payment of umrah fees through an agent's account. As long as the funds are deposited by the agent to PT Aneka Indo Wisata, pilgrims will be dispatched.

Same as PT. Aneka Indo Wisata, according to Mrs. Rohma from PT. Amanah Indah Wisata, PT. Amanah Indah Wisata uses the agency method, the office in Solo is a branch office and its head office is in Tangerang. PT. Amanah Indah Wisata also markets its own. PT. Amanah Indah Wisata has many agents that are not officially registered. However, PT. Amanah Indah Wisata facilitates written agreements if there are agents who want to be bound by PT. Amanah Indah Wisata. One example of PT. Amanah Indah Wisata is in Semarang.

According to Mr. Joko from PT. Madinah Iman Wisata Semarang, the method used by PT Madinah Iman Wisata is partnership. The office in Semarang is a branch office based in Tangerang. There are 2 partners working in Kendal and Pati. Meanwhile, according to Mr. Ali Afif from PT. Afi Tour Tegal said that the office of PT Afi Tour in Tegal City was an agent of PT. Afi Tour in Jakarta. There are many of PT. Afi Tour and spread in various cities. Marketing is done by promotion on social media and from the promotion of family or community. According to Ms. Diah from PT. Amanah Sejahtera Wisata Salatiga, this company has a partnership marketing method. This PT is a partner of PT Lintas Jaya Optima in Kalimantan. PT Amanah Sejahtera Wisata Religi has agents in Jogja, Semarang and Semarang Regency. To become an agent of PT. The Amanah Sejahtera Wisata must have an MoU. Different from other Umrah travel agencies, PT. Fairus Permata Mulia (Alfairuz Tour) in Pekalongan is the head office. This PT has branch offices in various cities, such as Jakarta, Purwakarta, Bandung, Magelang. Agents owned by PT. Fairus Permata Mulia from among religious leaders. PT. Fairus Permata Mulia markets by offering on social media and promotions from agencies that have collaborated. Same with PT. Fairus Permata Mulia, according to Mr. Iqdam Aun Rafiq, a supervisor from PT. Taqwa Mulia Wisata Magelang. PT. Taqwa Mulia Wisata (Taqwa Tour) Magelang is the head office. The marketing method used by PT. Taqwa Mulia Wisata is offline and online, the company has a branch office in Temanggung and a representative office in Purwodadi. In each office, PT. Taqwa Mulia Wisata also cooperates with agents spread in almost every district. Besides that, PT. Taqwa Mulia Wisata works together with KBIHU, Islamic boarding schools and community associations.

⁶ Ridwan Khairandy, "Pokok-Pokok Hukum Dagang Indonesia", Loc.cit

⁷ Ronald A. Anders, "Pokok-Pokok Hukum Dagang Indonesia", Yogyakarta: FH UIIPress, page 250

⁸ G. Guest dalam Ridwan Khairandy, 2013, "Pokok-Pokok Hukum Dagang Indonesia, Yogyakarta, FH UIIPress, page 250

⁹ Munir Fuady, 2008, "Pengantar Hukum Bisnis: Menata Bisnis Modern di Era Global", Citra Aditya Bakti, Bandung, page 246 in the thesis Rahita Nugrahasuti, 2017, "Kedudukan dan Tanggung Jawab Agen dalam Pengaturan Layanan Keuangan Digital". (Unpublished thesis, Department of Law, Faculty of Law Universitas Islam Indonesia, page 68.

According to Endro Dwi Cahyono, Chairperson of AMPHURI (Muslim Association of Hajj Umrah Pilgrims of the Republic Indonesia) in Central Java-DIY, the marketing method with the agency model is recommended, but the Ministry of Religion has tightened its supervision by placing its officers at the airport to check the dispatching agent, because there is a PPIU company renting out permits while departing use the personal name.

Existing service marketing practices, one of which is service marketing practices with agency in which agents can be bound or not bound by the principal. As long as the agent can market the PPIU Company's services and obtain prospective pilgrims, the relationship between the agent and the principal remains established.

2. PPIU Company Relations with Agencies

In the legal relationship between the entrepreneur and the company agent, it can be stated that the entrepreneur is the authorizer who is obliged to provide wages to the company agent as promised in the agreement granting the power of attorney. Whereas the company agent is the recipient of the power of attorney who is obliged to carry out the agency based on the power of attorney agreement.¹⁰

The legal relationship between the entrepreneur and the company agent must comply with the legal provisions contained in the granting of power of attorney, and be permanent and coordinate, with the following characteristics:

- a. Company agent is a company that stands alone, not a branch or representative of the company's entrepreneur.
- b. Company agent is the attorney power to carry out the agency as specified in the agreement granting the power of attorney.
- c. The company agent runs the agency continuously for the period specified in the power of attorney agreement.¹¹

Article 1 Number 4 of the Regulation of the Minister of Trade of the Republic Indonesia Number 11 / M-DAG / PER / 3/2006 concerning Provisions and Procedures for the Issuance of Registration Certificate of Agent or Distributor of Goods and/or Services

Agent is a national trading company that acts as an intermediary for and on behalf of the principal based on an agreement to do marketing without transferring the physical rights of goods and/or services owned/ controlled by the principal who appointed it.

It can be explained that the characteristics of agents based on the Regulation of the Minister of Trade of the Republic Indonesia Number 11/M-DAG/PER/3/2006 are:

1. Agents is national trade companies
2. Agent as an intermediary
3. Agents act for and on behalf of the principal
4. Legal relationships are in the form of agency agreements
5. The purpose of the existence of agent is to market goods and/or services
6. The agent does not transfer the rights to the goods and/or services authorized to him

A trade agent is a person who has a company to give intermediaries for making certain agreements, for example a sale and purchase agreement between a third party and a principal, with whom he has a permanent relationship, or also work according to such approval agreements on behalf of and for the principals. The company of the commercial agent is called agent tour while the agreement between the commercial agent and the principal is called the agent tour contract.¹²

The trade agent is independent and does not have a position as an employee of the principal. Commerce agents usually reside in a place, where a company has so many relationships, it is necessary to appoint a person who is in daily contact with its customers.

The trade agent seeks the interests of the company it represents, so that it sometimes represents several companies. In carrying out the service it must not prejudice the interests of another entrepreneur it also serves.¹³

An agent is an individual or company that provides sales and purchasing intermediaries. Agents get wages in the form of commissions derived from the percentage of the sale price by buying based on the agreement between the agent and the principal.

The results showed the practice of the relationship between PPIU and agents can be described as below.

PT. Aneka Indo Wisata which is located in Yogyakarta is a branch office and its head office is in Bogor. Same thing, PT. Amanah Indah Wisata is an agent. The office in Solo is a branch office and its head office is in Tangerang. Then for PT Madinah Iman Wisata is a partner of the head office located in Tangerang.

¹⁰ Zaeni Asyhadie, Budi Sutrisno, 2018, "Pokok-Pokok Hukum Dagang", Depok, Raja Grafindo, page 23.

¹¹ *Ibid.*, page 23-24.

¹² C.S.T Kansil, 2015, "Pokok-Pokok Pengetahuan Hukum Dagang Indonesia", Jakarta, Sinar Grafika, page 42

¹³ *Ibid.*, page 43.

PT. Afi Tour in Tegal City is an agent of PT. Afi Tour in Jakarta. Then, PT. Amanah Sejahtera Wisata is a partner of PT Lintas Jaya Optima in Kalimantan. Then, PT. Fairus Permata Mulia is the head office and PT. Fairus Permata Mulia is PPIU. And the last is PT. Taqwa Mulia Wisata located in Magelang is the head office and the company is PPIU.

Relationships that occur between PPIU companies and agents are contractual and non-contractual relationships. Contractual relationships occur between PPIU Companies with branch companies and Branch Companies with Partners. While non-contractual relationships occur between branch companies and agents.

3. The practice of paying fees for organizing pilgrimage

The practice of payment for the cost of organizing Umrah pilgrimages in general is through the PPIU account but from the results of the study, from the 6 travel bureaus that became the study sample showed that the pilgrimage company practices payment methods by allowing agents or partners to receive payments using the agent's personal account and then just deposit it to the PPIU Company when it will depart. This is based on the reason that PPIU will lose marketing agents if it tightens the requirements to become a marketing agent.

PT. Aneka Indo Wisata Yogyakarta, pilgrimage payments from pilgrims can be through the accounts of existing agents. For PT. Amanah Indah Wisata, umroh payments should be made to the account of PT. Amanah Indah Wisata but can also pay the existing agents. Furthermore, PT. Madinah Iman Wisata pilgrimage payments by pilgrims are required to use an official account of the company, if payment is made to an agent, the company is not willing to take responsibility if there is a problem.

Meanwhile, at PT. Afi Tour Tegal, if the pilgrims will make the payment mechanism is DP 10 million then make a payment. All payments are through a company account. Then, PT. Salatiga Tourism Prosperous Trust, payment can be made through an agent or to PT. Amanah Sejahtera Wisata that will be deposited by PT Lintas Jaya Optima. And for PT. Fairus Permata Mulia Pekalongan, in making the payment for Umrah pilgrims is to transfer to the company account of PT. Fairus Permata Mulia, but it does not rule out the possibility that if pilgrims want to pay with cash it will still be served at the office and counted at the office. Same thing as the previous company, PT. Taqwa Mulia Wisata in receiving payment from prospective pilgrims must go through a PPIU account or make it to the office of PT. Taqwa Mulia Wisata.

According to Endro Dwi Cahyono, Chairperson of AMPHURI Central Java-DIY, the payment of Umrah pilgrims using a personal account is very risky.

If the travel agent takes advantage by asking prospective pilgrims to transfer the Umrah fee to the agent's account (not the PPIU company's account), then it can be ensured that the person cannot be called an agent because the agent's concept is basically subject to the provisions of Article 1792 of the Civil Code concerning the granting of power of attorney and can be said to be an agent if it fulfills the elements stipulated in the Regulation of the Minister of Trade of Indonesia Number 11/M-DAG/PER/3/2006 so that no transfer of rights to services authorized to the agent is permitted.

4. PPIU's corporate responsibility in case of failed departure

In trading activities, agency is a legal relationship, is an individual or agent is authorized to act for and on behalf of a person or principal to carry out business transactions with other parties. Therefore the main criterion for the existence of an agency is the authority possessed by that agent acting for and on behalf of the principal. In a business agreement entered into between an agent and principal, it is usually done by making a written contract whose contents are determined by the parties in accordance with the interests of the parties as long as it does not violate the law and decency in accordance with Article 1338 of the Civil Code.¹⁴

Company agent or agency usually interpreted as a legal relationship where a person (business entity) grants power to the agent for and on behalf of the power of attorney conducting business transactions with third parties (consumers). The authorizer will be responsible for the actions taken by the agent, to the extent that the authority is given.¹⁵

From the results of the study showed that the positions of pilgrims are consumers who cannot do much. If there is a failure to leave, PPIU will be responsible as long as the cost of organizing the pilgrimage has been submitted to PPIU. Meanwhile, if the cost of paying the pilgrimage service is not handed over to PPIU by the agent and the agent does not want to be responsible, the prospective pilgrims will be harmed because it will fail to depart and also added the Ministry of Religion supervision does not reach the oversight of agents outside of its authority.

PT. Aneka Indo Wisat Yogyakarta, PT. Amanah Indah Wisata Solo and PT. Madinah Iman Wisata Semarang has the same opinion regarding the failure of Umrah pilgrims, the three companies will be responsible if the payment has been received by the company. However, if it has not been received by the company, the three companies are not willing to be responsible. For PT. Afi Tour Tegal has never failed to depart, but if it fails to depart then PT. Afi Tour Tegal is only responsible for connecting with the head office. Meanwhile, PT. Salatiga Tourism Prosperous Trust will be responsible if there is a failure to leave even though it cause by the agent. And for PT. Fairus Permata Mulia Pekalongan has never failed to depart. For PT. Taqwa Mulia Wisata

¹⁴ Pipin Syarifin., Dedah Jubaedah, 2018, "Hukum Dagang di Indonesia", Bandung, Pustaka Setia, page 209-210

¹⁵ Zaeni Asyhadie, Budi Sutrisno, "Pokok-Pokok Hukum Dagang", op.cit. page 24.

Magelang, if there is a failure to leave due to misuse of funds, the agent and PT. Taqwa Mulia Wisata is not responsible for that. Because, PT. Taqwa Mulia Wisata has anticipated by making a rule that agents are not allowed to accept payments from pilgrims.

According to Endro Dwi Cahyono, Chairperson of AMPHURI Central Java-DIY, AMPHURI will give sanctions to bureaus who fail to dispatch Umrah pilgrims to the ethics session.

From these results it appears that the company Travel Umrah Pilgrims (PPIU) do not have good management in organizing Umrah pilgrimage because the relationship between the principal namely PPIU with the company called an agent is not in accordance with the provisions in the agency relationship that is in the form of granting power of attorney and not in accordance with the Regulations The Minister of Trade of the Republic Indonesia Number 11/M-DAG/PER/ 3/2006.

The granting of power is regulated in the Civil Code Article 1792 through Article 1799. The meaning of authorization according to Article 1792 of the Civil Code is an agreement containing the granting of power of attorney to other people who receive it to carry out something on behalf of the person who grants power.

The agency relationship with Company Law is the relationship between the principal and the employer's assistants outside the company, which is a periodic service relationship and the commission given by the principal to the agent.

A partnership relationship that can minimize violations of consumer rights is an agency relationship as regulated in the Regulation of the Minister of Trade of the Republic Indonesia Number 11/M-DAG/PER/3/2006 which in the regulation the legal basis for regulation and supervision is clear because if the partnership is in the administration of travel Umrah worship is not in accordance with the rules so there will be potential violations. The potential violations can occur due to business actors, the government as a regulator and the limitations of consumers in accessing information.

From the business side's point of view, with a gap in PPIU's company relations with marketing agents outside the company this will have an impact on the emergence of individuals who can harm or violate consumer rights by utilizing existing loopholes. One example of the incident that happened to the respondent is a company agent marketing the services of the pilgrimage using the name of the PPIU Company and asking pilgrims to pay for the pilgrimage through the agent's account but the agent does not deposit the funds to the PPIU Company. The agent's actions were not detected from the start because the prospective pilgrims already believed that he would be dispatched using the services of a PPIU company and the name of the PPIU company used was a PPIU company registered with the Ministry of Religion the Republic Indonesia. On the specified day of departure, it turned out that there was a failure of departure and then the prospective pilgrims submitted compensation to the PPIU companies but the PPIU companies was out of responsibility because the PPIU companies did not feel that it was receiving funds paid by prospective pilgrims.

From the side of the government as a regulator, the government does not regulate the marketing system model of the agency and also there is no comprehensive supervision of the organization of pilgrimage. So far, visits to PPIU companies to conduct monitoring and evaluation are very rare even though Article 33 of the Minister of Religion Regulation No. 8 of 2018 states that supervision is carried out programmed and periodically; any time according to need; and/or integrated with relevant government agencies/institutions.

From the perspective of prospective pilgrims as consumers, consumers have difficulty seeing the company that organizes Umrah travel with good credibility because the agent uses the name of the PPIU company which has a permit from the Ministry of Trade to compare its promos. When consumers search for information on organizing Umrah worship services by using the Umrah Smart application or searching through Google, the information obtained is information that shows that the company is a company with good credibility so that consumers trust and believe to depart Umrah using the services of Umrah travel agents offered because of its listed is the name of the PPIU Company but the name of the agent is not visible.

This loophole is used by unscrupulous people from the Umrah travel company that is not responsible for deceiving consumers. Not all consumers of companies that conduct Umrah worship are smart consumers who are well educated and who are literate about their rights and obligations

CONCLUSION

The relationship between a PPIU company and an agent is a partnership practice that contains potential violations of consumer rights because the practice is that the agent uses the name of the principal namely the PPIU Company to market the services of organizing pilgrimage, but the payment is made directly or transferred to the agent's account, where the agent sells by increasing the cost of is obtained from PPIU companies. This is not in accordance with the provisions in the Regulation of the Minister of Trade of the Republic of Indonesia Number 11/M-DAG/PER/ 3/2006. In an agency relationship, the agent should carry out all activities for and on behalf of the principal (in this case the use of the principal's name in marketing the product is permitted) and the agent will get a commission from the principal for the activities that the agent has done not by making his own price to get a profit. Discrepancies in these practices and the lack of supervision by the Ministry of Religion have resulted in gaps being exploited by unscrupulous agents who have the potential to violate consumer rights as prospective Umrah pilgrims.

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