Barelang Journal of Legal Studies
Volume 2 Issue 1 (March 2024), pp. 57-72
ISSN (Online): 3026-3182
Published by Universitas Internasional Batam, Indonesia

Ensuring Compliance: Legal Oversight of Banking Standard Agreements for Deposit Accounts

Sebastian Tan[1*], Angterina[1], Christiana[1], Kharisma Nur Azizah Arroyan[1], Owen Santiago[1], Hari Sutra Disemadi[1]
*Corresponding Author: 2151031.sebastian@uib.edu

Received: 13-1-2023
Revised: 15-2-2024
Accepted: 10-3-2024

Citation:
Tan, S., Angterina, A., Christiana, C., Arroyan, K.N.A., Santiago., O.& Disemadi, H.S. (2024). Ensuring Compliance: Legal Oversight of Banking Standard Agreements for Deposit Accounts *Barelang Journal of Legal Studies*, 2(1), 57-72.

ABSTRACT

Standard agreements are typically drafted unilaterally by institutions engaged in collaborations with other parties, often imposing significant obligations on customers. In banking, these agreements frequently place customers at a disadvantage. This study investigates the legal framework governing standard agreements in the context of opening deposit accounts within the national banking sector and evaluates the effectiveness of their implementation in transactions at People's Credit Banks (BPR) in Batam City. Employing a normative legal research method, the study emphasizes the compliance of banking institutions with the regulations on standard agreements. Secondary data from literature reviews are utilized to identify relevant legal provisions, while primary data from field observations assess the implementation of compliance in practice. The findings highlight that the regulatory framework for standard agreements is established under the Civil Code, Law No. 08 of 1999 on Consumer Protection, Law Number 10 of 1998 on Banking, Law Number 21 of 2011 on the Financial Services Authority, Financial Services Authority Regulation No. 1/POJK.07/2013 on Consumer Protection in the Financial Services Sector, and Financial Services Authority Circular No. 13/SEOJK.07/2014 on Standard Agreements. However, the analysis of compliance in deposit account transactions at BPR Banda Raya and BPR Dana Nusantara in Batam City reveals a lack of full adherence to these legal regulations.

Keywords: Standard Contract; Consumer Protection; Standard Agreements; Banking Transactions

[1] Faculty of Law, Universitas Internasional Batam, Indonesia

DOI: https://doi.org/10.37253/barjoules.v2i1.9592

INTRODUCTION

According to the 1945 Constitution of the Republic of Indonesia, the nation is established as a welfare state, committed to ensuring the well-being of its citizens (Naomi et al., 2016). This vision is encapsulated in the fourth paragraph of the Preamble to the Constitution, which underscores the goal of promoting general welfare. Improving citizens' quality of life, particularly in the economic sphere, necessitates the advancement of industries across both small and large scales. Achieving this progress requires addressing key factors, such as access to capital. Banks play a pivotal role in meeting these financial needs (Liyas & Saputro, 2015). As financial intermediaries, banks are tasked with collecting and distributing public funds while providing essential payment flow services. Like other business entities, banks aim to optimize profits through their operations (Jannah, 2016). Increased monetary turnover spurs economic growth, leading to a continuous upward trajectory in the growth rate. To maintain effective monetary circulation, the presence of robust banking and financial institutions is critical in sustaining economic stability. Among the key banking functions is the mobilization of public funds through instruments such as demand deposits, time deposits, certificates of deposit, savings, and other similar mechanisms (Kalalo, 2020). Regulatory frameworks governing banking operations emphasize the primacy of customer interests. However, in practice, many customers face challenges due to limited financial and legal capacities, which hinder their ability to safeguard their rights (Nugrohowati & Bimo, 2019).

Standard agreements between banks and customers often disproportionately allocate obligations to customers, as these contracts are unilaterally drafted by banks. This imbalance frequently raises concerns, as customers are perceived to hold a weaker bargaining position compared to banks, given their dependency on banking services for savings and transactions (Maulana et al., 2021). Nevertheless, under the principles of contract law articulated in Book 3 of the Indonesian Civil Code (KUHPerdata), the legal framework upholds the principle of freedom of contract. This system allows individuals the autonomy to enter agreements based on mutually negotiated terms, provided the subjective and objective validity conditions outlined in Article 1320 of the Civil Code are met (Febrianto & Fazira, 2019).

The incorporation of standard clauses into standard contracts is a prevalent practice within the financial sector. These clauses, unilaterally drafted and pre-determined by businesses, are embedded in binding agreements that consumers must accept (Kalalo, 2020). The widespread use of standard contracts has ignited significant debate among legal scholars, with many in business law opposing their inclusion in the legal framework. However, a substantial number of experts advocate for their utility and necessity. Despite ongoing controversy, standard contracts are commonly employed—often unconsciously—by parties in everyday transactions (Latif, 2019). Standard contracts position consumers in a "take it or leave it" scenario, leaving them with minimal bargaining power. This dynamic often compels consumers to reluctantly accept terms when seeking banking services. Frequently, banks present documents requiring customers' signatures without thoroughly explaining their content or the extent of liabilities in unforeseen circumstances (Yasin & Fisabilillah, 2021). Customers are instructed to sign these agreements, often without full comprehension of their implications. Once signed, customers are legally bound by all terms and lose the right to contest unforeseen issues, having implicitly accepted the conditions outlined in the contract.

In the financial services industry, regulations such as Regulation Number 1/POJK.07/2013 and Circular Letter of the Financial Services Authority Number 13/SEOJK.07/2014 mandate that financial institutions draft standard agreements with principles of balance, fairness, and equity when dealing with customers (Mexsita, 2023). Within the banking sector, standard contracts are ubiquitously employed in customer-related processes. These contracts are unilaterally designed by banks, which hold sole authority over their content, often leading to imbalances and potential disadvantages for customers. Article 18 of the Consumer Protection Law Number 8 of 1999 governs limitations on the use of standard clauses, restricting their use to prevent exploitation, though not all standard agreements are prohibited (Sahangggamu & Mandey, 2014). On the other hand, these agreements provide protection for banks, particularly against borrowers who fail to meet their obligations. Banks require certainty and security in their contractual relationships, creating a tension between ensuring fairness for customers and safeguarding the interests of financial institutions. Given these considerations, this study aims to explore the implementation and regulatory framework surrounding standard agreements in deposit account opening transactions. Specifically, it examines the extent to which banking institutions comply with these regulations, focusing on practices at BPR Dana Nusantara and BPR Banda Raya in Batam City.

Previous research by (Rabuisa dkk, 2020) concluded that standard contracts are governed by Article 18 of the Consumer Protection Law, which prohibits the inclusion of standard clauses. Despite this regulation, banks often prepare these contracts unilaterally, bypassing customer involvement and exploiting their limited understanding of such clauses and their legal ramifications. (Malohing, 2017) observed that standard contracts are typically one-sided, disproportionately disadvantaging the weaker party. While the principle of freedom of contract grants individuals the autonomy to decide the terms of their agreements, such contracts, though potentially harmful, must operate within defined boundaries to ensure fairness for consumers and economic participants. However, the principle of freedom of contract often fails to meet standards of justice and validity. Standard contracts, particularly under civil law, are perceived as inequitable and burdensome due to exclusion clauses that restrict the liability of creditors. (Felandry dkk, 2022) further investigated the implications of Financial Services Authority Regulation Number 01/POJK.07/2013 on Consumer Protection in the Financial Services Sector. Their findings reveal that banks continue to employ standard agreements in financial transactions, incorporating exoneration clauses in account opening forms—an act explicitly prohibited by Law Number 8 of 1999 on Consumer Protection and the aforementioned regulation. Legally, the inclusion of such clauses renders standard agreements null and void.

This research seeks to benefit both the banking sector and the broader community by examining the compliance of banks with legal standards in the use of standard agreements for deposit account openings. It holds particular significance for readers and the public by contributing to legal scholarship in national banking, enriching the existing literature, and providing a foundational reference for future studies on legal regulations governing standard agreements in deposit transactions. Additionally, it helps readers understand the juridical framework surrounding these agreements and the extent of banking compliance in Batam City. For banks, this research offers practical insights into improving methods and approaches in drafting standard agreements for deposit account openings, emphasizing the importance of compliance and providing actionable recommendations to address challenges, make informed decisions, and ensure adherence to legal standards.

METHOD

The method of legal research etymologically consists of two fundamental words, namely method and legal research. Method signifies the scientific approach within a study, serving as a tool to achieve the research objectives and orientation (Disemadi, 2022). Legal research, on the other hand, involves an analytical process comprising methods, systematic frameworks, and specific reasoning aimed at studying legal phenomena and finding solutions to problems. This study employs the normative legal research method, chosen to analyze compliance with banking law in standard deposit account agreements. This Research data consists of two types: primary and secondary (Disemadi, 2022). Primary data are obtained directly from the community and typically arise from empirical research. Field survey results relevant to this study involve two People's Credit Banks: People's Credit Bank Banda Raya in Kota Batam and People's Credit Bank Dana Nusantara in Kota Batam. Secondary data, known as literature data, are obtained from scholarly studies and legal materials, including legislation, jurisprudence, court decisions, treaties, and other written regulations.

This research focuses primarily on legal regulations such as the Civil Code, Consumer Protection Law Number 08 of 1999, Banking Act Number 10 of 1998, Financial Services Authority Act Number 21 of 2011, Financial Services Authority Regulation Number 1/POJK.07/2013 on Consumer Protection in Financial Services Sector, and Financial Services Authority Circular Letter Number 13/SEOJK.07/2014 on Standard Agreements. Data collection techniques include literature review and interviews. The literature review involves intensive exploration of legal materials, while interviews are conducted through interactive questioning and two-way communication. This method allows researchers to freely explore questions and obtain detailed responses from respondents, sources, and informants. The collected data is then analyzed using qualitative descriptive analysis techniques (Tan, 2021).

DISCUSSION AND ANALYSIS

Standardization of Standard Contracts in Deposit Account Opening Transactions in Indonesia

An agreement represents a series of mutual commitments made by parties to bind themselves in a legal relationship. According to Abdul Kadir Muhammad, the term "standard contract" originates from the Dutch phrase "*standaard contract*" The term "*standard*" refers to a benchmark or guideline applied as a reference point for all consumers entering into legal agreements with business entities (Hamidah dkk, 2023). Standard contracts are characterized by predefined models, formulations, and terms. In such agreements, consumers have no ability to negotiate the content; they can only accept or reject the terms presented. The limitations imposed on consumers in standard contracts are evident in that any benefits or losses arising from the agreement must be accepted as stipulated (Silalahi & Purba, 2021). These agreements are structured with predetermined terms, typically included in specific, non-negotiable formats. For example, when opening a bank account or deposit account, customers encounter predesigned forms containing prewritten terms set by the bank. Customers are compelled to agree to these terms; otherwise, the bank will decline the request to open the account (Amalia, 2020).

Under Indonesian law, standard contracts are regulated by several statutes, including Law Number 10 of 1998 on Banking, where Article 1, Clause 7 defines deposits as funds that can only be withdrawn at specific times as agreed upon by the customer and the bank. Other key regulations include the Civil Code, Law Number 8 of 1999 on Consumer Protection (prohibiting the imposition of unfair standard clauses), Law Number 21 of 2011 on the Financial Services Authority, and specific provisions within the Financial Services Authority Regulation Number 1/POJK.07/2013 on Consumer Protection in the Financial Services Sector. Additionally, Financial Services Authority Circular Letter Number 13/SEOJK.07/2014 provides detailed guidance on standard form contracts in the financial sector (Saputra, 2022).

The concept of an agreement is broadly defined in Article 1313 of the Civil Code as an act whereby one or more individuals bind themselves to one or more others. According to R. Subekti, an agreement establishes a legal relationship in the realm of property between two or more parties. In this relationship, one party, referred to as the creditor, holds the right to demand performance, while the other, known as the debtor, is obligated to fulfill that performance and assumes responsibility for its execution (Zahrah, 2024). For an agreement to materialize, there must be at least two parties engaging in mutually compatible expressions of intent. These actions result in legal consequences, signifying that an agreement inherently requires the active participation of opposing parties in legal acts, culminating in the establishment of an obligation-based relationship. At the heart of any agreement lies the principle of freedom of contract, ensuring that parties of equal standing can negotiate terms independently (Harjono, 2022). However, modern economic developments have prompted a shift toward more practical approaches, such as pre-prepared contracts. In these cases, one party drafts standardized terms in a pre-printed format for the other party's approval, resulting in a "standard contract" or "form agreement." These agreements serve as formalized guidelines for legal relationships, such as those between clients and financial institutions like banks (Satriawan & Wahyuningsih, 2022).

The principles of civil law underpinning standard contracts are articulated in Article 1320 of the Civil Code, which outlines the essential requirements for valid agreements. The agreement must involve mutual consent from the parties, which may be given orally or in writing. The parties must also possess the legal capacity to enter into agreements, requiring them to be of legal age and free from legal incapacities such as guardianship (Syarifah dkk, 2023). Violations of these subjective requirements render the agreement voidable at the discretion of the disadvantaged party. Furthermore, Article 1337 of the Civil Code emphasizes that an agreement's cause must not contravene laws, moral principles, or public order. This provision underscores the importance of standard contracts adhering to regulatory standards, ensuring equitable treatment of consumers. In such agreements, consumers are entitled to fair value, guaranteeing their interests are justly balanced with those of the company or creditor regarding the promised benefits or transactional value (Rezeki & Sfenrianto, 2022).

Law Number 21 of 2011 concerning the Financial Services Authority (OJK) does not explicitly regulate standard agreements as the Consumer Protection Law does. Instead, these provisions are incorporated within the broader framework of consumer protection, particularly in Article 28. This article grants the OJK authority to prevent financial harm by educating the public about financial services, compelling financial institutions to stop harmful activities, and enforcing consumer protection measures aligned with existing regulations. Furthermore, OJK Regulation Number 1/POJK.07/2013 on Consumer Protection in the Financial Services Sector reinforces these principles by requiring that standard agreements adhere to legal standards, prohibiting clauses that unfairly transfer responsibilities to consumers or limit their rights. To ensure compliance, Circular Letter Number 13/SEOJK.07/2014 outlines clear guidelines for standard agreements, emphasizing fairness, transparency, and mutual agreement. The Circular prohibits clauses that transfer liabilities to consumers, prevent refunds, allow unilateral changes, or exploit consumer vulnerabilities. It also forbids "exoneration clauses" that disproportionately favor financial providers at the expense of consumer rights. By mandating clear, accessible language and equitable terms, these regulations uphold consumer protection and promote ethical practices in the financial services sector (Latif, 2020).

The regulation of standard contract clauses was first introduced in Law Number 8 of 1999 on Consumer Protection. This law defines standard contract clauses as rules, conditions, and provisions unilaterally determined and applied by business operators in advance, documented within binding agreements that consumers are obligated to fulfill. While such clauses, commonly included in standard agreements, are generally permissible and enforceable, they must comply with specific legal limitations. According to Article 1, paragraph (10) of the Consumer Protection Law, a standard form contract is described as: "Every rule or provision and terms unilaterally prepared and determined by businesses and documented in a binding agreement that consumers are obliged to fulfill." A notable example of such contracts is the deposit account opening form used in banking. These agreements typically leave little room for negotiation, as most terms are predetermined by one party.

The Consumer Protection Law does not fundamentally prohibit businesses from utilizing standard agreements for various transactions, provided they adhere to the restrictions outlined in Article 18, paragraphs (1) and (2). This legal framework strikes a balance, enabling businesses to operate efficiently while safeguarding consumer rights. Specifically, Article 18, paragraph (1) prohibits the inclusion of clauses that create unfair terms for consumers. Such prohibited provisions include those that shift business operators' liabilities to consumers, deny refunds or returns for goods, or restrict consumers' ability to claim their rights in cases of defects or service failures. Additionally, clauses that grant unilateral authority to business operators over installment-purchased goods, regulate the burden of proof unfairly, or reduce consumer benefits or wealth are strictly forbidden. These regulations ensure equitable treatment and prevent consumer exploitation.

The law further protects consumers from unexpected amendments by prohibiting business operators from unilaterally imposing new rules, extensions, or modifications during the course of service usage. Liens, pledges, or guarantees on goods purchased in installments are also disallowed. Such restrictions reinforce the principles of transparency and fairness in commercial practices. Moreover, Article 18, paragraph (2) mandates that standard clauses must be clear and easily accessible to consumers. Any provisions that are difficult to locate, read, or comprehend are prohibited. Violations of Article 18, paragraphs (1) and (2) result in the nullification of such clauses under Article 18, paragraph (3), rendering any prohibited provisions included in agreements or documents void by law. This serves as a crucial safeguard, ensuring that consumers are not bound by unjust or opaque contractual terms and that the balance of power between consumers and businesses remains equitable.

Enforcing Standard Agreement Regulations in Deposit Account Transactions at People's Credit Banks (BPR) in Batam

Regulations prohibiting exoneration clauses in standard agreements are specifically designed to safeguard consumer interests, ensuring they are protected from abrupt policy changes imposed by banks. The 1998 monetary crisis serves as a pivotal reference point illustrating the rationale behind banning such clauses, despite the persistent recurrence of similar issues in practice (Natika & Ambarwati, 2020). During the crisis, banks unilaterally raised loan interest rates from a manageable 10–12% annually to an alarming 27%, causing severe financial hardship for many borrowers unable to meet their repayment obligations. This event underscored the need for robust legal protections to shield consumers from sudden and detrimental policy shifts by financial institutions. Conversely, the inclusion of exoneration clauses in standard agreements is often justified by the banks' need to address critical issues such as Terrorism Financing and Money Laundering (TFML). This creates a conflict of interest between consumers and banks: consumers view such clauses as potentially exposing them to unforeseen and unfavorable policies, while banks prioritize operational security and compliance with regulatory frameworks (Setiana & Rahman, 2022). To support their operations and maintain functional stability, banks rely on standardized agreements in fund disbursement processes. However, Article 18, Paragraph (2) of the Consumer Protection Law prohibits the inclusion of standard clauses that are difficult for consumers to read, understand, or evaluate. This provision underscores the necessity of transparency in contractual terms, ensuring that standard agreements adhere to the principle of freedom of contract. This principle emphasizes an objective interpretation of the parties' expressed intentions in forming agreements. Nevertheless, such agreements can disproportionately disadvantage the weaker party, highlighting the critical need for clear and enforceable regulations to mitigate these risks effectively (Awaliyah & Romdoni, 2024).

The principle of freedom of contract embodies several fundamental liberties granted to parties entering into an agreement. These include the freedom to decide whether or not to form a contract, to engage with any party of their choice, to establish the terms and conditions of the contract, and to determine whether the agreement is formalized in writing or orally. This principle underpins the autonomy and flexibility of contractual relationships, as long as the agreements adhere to applicable legal standards (Yunimar & Prawira, 2021). In its essence, a contract represents a formal agreement between two or more parties, creating legally binding obligations. It may involve the exchange of goods, services, rights, or obligations, typically governed by mandatory terms and conditions. As articulated by J. Satrio, the concept of a contract can be understood in two perspectives: broadly, as any agreement resulting in legal consequences as intended by the parties, and narrowly, as agreements specifically pertaining to property law and its associated legal relationships (Sahangggamu & Mandey, 2014). In sectors like banking, standardized contracts play an indispensable role; however, they must comply with legal requirements to ensure transparency and fairness. Striking a balance between uniform practices and the protection of individual rights is vital for upholding the integrity and effectiveness of contractual arrangements across various industries (Malohing, 2017).

The standard agreements governing the opening of deposit accounts are generally less stringent compared to those in credit arrangements. Interviews with two rural banks (BPR) in Batam—BPR Banda Raya and BPR Dana Nusantara—reveal notable and consistent insights. Each bank's interpretation of the principle of freedom of contract within standard agreements varies, reflecting their understanding of banking regulations. Fundamentally, the principle of freedom of contract is a universally recognized legal concept, affirming that individuals are free to establish binding agreements based on mutual consent. Serly Ernawati, the funding leader at BPR Banda Raya, highlights that the bank places significant emphasis on the principle of freedom of contract within its standard agreements. While customers are expected to comply with the bank's established rules, the allocation of rights and obligations remains standardized. This principle is particularly applied when substantial changes to agreements are required. BPR Banda Raya accommodates customer requests, such as interest rate adjustments, penalty waivers, and additional facilities or rewards, based on considerations like the duration of deposits, the amount deposited, the depositor's status, and other criteria determined by the board. Although standard agreements are mandated by banking regulations, the bank remains open to special requests even after the agreement has been executed.

Similarly, Joanlyne Diyanatalia, a marketing representative at BPR Dana Nusantara, notes that the bank preserves customers' freedom of contract while adhering to regulatory frameworks. This approach seeks to protect the interests of both the bank and its customers, with the understanding that mutual consent is the cornerstone of any agreement. Such consent must be freely given, devoid of coercion, and reflect the mutual intentions of the contracting parties. A key principle in contractual agreements is the balance of rights and obligations between the involved parties. Although the drafting of standard agreements is often conducted unilaterally by the bank, the clauses are designed to uphold principles of fairness. A representative from BPR Banda Raya affirms that the bank prioritizes fairness in its contracts to ensure security for both the bank and its customers. Objectivity is maintained by considering the rights and obligations of all parties, underscoring the purpose of written agreements—to ensure mutual security and provide documented evidence for resolving potential disputes. While these agreements maintain flexibility, they remain consistent with prevailing legal and regulatory requirements. This principle of fairness is further reflected in BPR Banda Raya's programs, which are designed to offer mutual benefits. Customers gain favorable terms such as competitive interest rates and additional services, while the bank benefits from the growth in deposits and account openings. Similarly, BPR Dana Nusantara upholds this balance by creating agreements that are mutually advantageous, offering attractive interest rates and comprehensive facilities to customers who contribute to the bank's stability through their deposits and accounts.

The discussion surrounding banking compliance with standard agreements in the process of opening deposit accounts should align with the applicable legal framework, particularly the provisions of the Consumer Protection Law (UUPK) regarding standard agreements. Interviews conducted with BPR Banda Raya and BPR Dana Nusantara reveal that the standard agreements for opening deposit accounts continue to include clauses requiring consumers to adhere to new, additional, ongoing, or unilateral amendments imposed by the bank during the term of service utilization. Such clauses conflict with Article 18, paragraph (1), letter g of the UUPK. According to the interviewees, these provisions are not an abuse of power but rather a precautionary measure to mitigate risks associated with extreme monetary policy changes that might lead to bank insolvency. Nonetheless, to date, regulatory changes at both banks have not substantially disadvantaged customers, as they remain largely technical, with customers demonstrating an understanding of these conditions.

Standard agreements inherently contain predetermined clauses governed by the agreement itself. This raises critical concerns about the potential losses faced by consumers under these agreements when opening deposit accounts. A representative from BPR Banda Raya clarified that, from the bank's perspective, standard clauses are not harmful to consumers because funding officers transparently communicate all relevant information at the outset. The technical aspects are explained in detail, ensuring that customers comprehend the agreement's terms before deciding to accept or reject them (Liyas & Saputro, 2015). Recognizing that most customers lack substantive knowledge of legal matters, particularly in the field of contract law, the bank prioritizes transparency, comprehensive explanations, and a collaborative approach to address customers' concerns. This transparency aims to achieve a mutually beneficial outcome. Furthermore, all signed documents and declarations serve as preventative measures to mitigate potential adverse scenarios for both parties. Consequently, the bank asserts that customers are not disadvantaged by the standard clauses. Similarly, BPR Dana Nusantara affirmed that standard clauses do not harm consumers, as they explicitly outline interest rates and the facilities offered. When customers sign the agreement, it is presumed they have understood and agreed to its terms (Kalalo, 2020).

While agreements are traditionally formed through mutual involvement, the creation of standard agreements for opening deposit accounts follows a different process. Both BPR Banda

Raya and BPR Dana Nusantara acknowledged that customers are not involved in drafting these agreements, which are instead prepared by the bank's legal team and approved by the board of directors (Febrianto & Fazira, 2019). However, customers may request modifications to the agreement based on considerations such as transaction amounts, interest rates, or other factors. These requests are reviewed by the board of directors, and if deemed reasonable and justified, they are approved. During the agreement signing process, customers often raise questions about specific terms or clauses they do not fully comprehend. This issue of limited understanding regarding contractual provisions is a key concern for BPR Banda Raya and BPR Dana Nusantara. To address this, the banks urge customers to thoroughly read and understand the agreement's content before signing (Yasin & Fisabilillah, 2021). This precautionary measure aims to reduce the risk of disputes stemming from misunderstandings of the contractual clauses. Additionally, the banks ensure comprehensive explanations are provided to customers both prior to and following the signing of the agreement. A representative from BPR Dana Nusantara emphasized that before customers sign the account opening form, the bank is obligated to clearly communicate the terms of the agreement, which remain in effect until any changes are made. In the event of future disputes, the signed standard agreement will serve as evidence that the customer was fully informed of its contents. The bank remains committed to addressing customer inquiries at all stages, both before and after the agreement is finalized (Mexsita, 2023).

CONCLUSION

The contents of standard agreements must align with all legal principles outlined in the Consumer Protection Law, incorporating clear and comprehensible clauses. These agreements must avoid causing harm to either the bank or the customer while ensuring the bank's legal protection under the same law. In cases where a customer defaults on a loan leading to the auctioning of collateral, the bank must act within the boundaries of fairness and avoid arbitrary actions that harm the customer. All actions must comply with the original agreements or standardized terms mutually established by both parties. An examination of compliance by banking institutions, particularly Rural Banks (BPR), with standard agreements in deposit account opening transactions highlights deficiencies in adherence. Specifically, the cases of BPR Banda Raya and BPR Dana Nusantara demonstrate a lack of full compliance with Article 18 of the Banking Law.

Given the widespread reliance on standardized credit agreements among consumers, the government should prioritize the development and enforcement of uniform regulatory frameworks governing these agreements. This can be achieved through enhanced consumer education and the enactment of new legislation specifically tailored to regulate standardized agreements, thereby strengthening the economic infrastructure. The current legal framework is insufficiently robust, with numerous financial institutions displaying inadequate responsiveness to regulatory requirements. As a result, stricter governmental oversight is essential, including the enforcement of proportional sanctions, such as the closure of non-compliant banks or businesses. To ensure the security, transparency, and reliability of standardized agreements, their drafting should be entrusted to certified notarial officers.

ACKNOWLEDGMENTS

None.

REFERENCES

Amalia, C. N. (2020). Application of The Exoneration Clausula In the Customer Opening Account Form Agreement In Conventional Banks In Bandar Lampung. Indonesia Private Law Review, 1(1), 1–10. https://doi.org/10.25041/iplr.v1i1.2043

Awaliyah, H., & Romdoni, N. K. (2024). Sistem Pengendalian Internal Dana Pihak Ketiga pada Bank Mandiri Taspen KCP Karangnunggal. Jurnal Ekonomi Bisnis Dan Manajemen, 2(1), 241-250. https://doi.org/10.38204/ekobima.v2i1.2047

Budiharto, Hendro Saptono, R. A. N. (2016). Tanggung Jawab Bank Terhadap Nasabah Dalam Penyalahgunaan Deposito Untuk Investasi (Studi Kasus Bank Btpn Cabang Bsd Tangerang). Diponegoro Law Journal, 5(2), 1-12. https://doi.org/10.14710/dlj.2016.10761

Disemadi, H. (2022). Lensa Penelitian Hukum: Esai Deskriptif tentang Metodologi Penelitian Hukum. Journal of Judicial Review, 24(2). https://doi.org/10.37253/jjr.v24i2.7280

Febrianto, H. G., Fazira, R. (2019). Pengaruh Kecukupan Modal Trehadap Manajemen Risiko Likuiditas Bank Perkreditan Rakyat (Studi Empiris Pada Bank Prekreditan Rakyat di Kota Tangerang). Dynamic Management Journal, 3(1). http://dx.doi.org/10.31000/dmj.v3i1.1542

Felandry, D., Yetti., Haq, M., Farras, R. (2022). Implementasi Good Corporate Governance Dalam Kerjasama Antara Pt Pertamina Hulu Rokan Dan Pt Patra Drilling Contractor Di Kecamatan Mandau Kabupaten Bengkalis Provinsi Riau. Jotika Research in Business Law, 1(2). https://web.archive.org/web/20220718211057/https://journal.jotika.co.id/index.php/JRBL/article/download/51/40

Hamidah, S., Sukarmi, Yuliati, & Suwardiyati, R. (2023). Perjanjian Baku Pembiayaan Murabahah Perbankan Syariah Indonesia. Warkat, 2(2), 105–130. https://doi.org/10.21776/warkat.v2n2.4

Harjono, D. K. (2022). Standard Clauses in Fund Deposit Agreements in Perspective of Undang Undang Perlindungan Konsumen. Jurnal Hukum to-Ra: Hukum Untuk Mengatur Dan Melindungi Masyarakat, 8(1), 104–115. https://doi.org/10.55809/tora.v8i1.176

Jannah, S. F. (2016). Pengaruh Good Corporate Governance Terhadap Pencegahan Fraud Di Bank Perkreditan Rakyat (Studi Pada Bank Perkreditan Rakyat di Surabaya). AKRUAL: Jurnal Akuntansi, 7(2), 200–213. https://doi.org/10.26740/jaj.v7n2.p178-191

Kalalo, W. T. M. (2020). Pelaksanaan Perjanjian Baku Yang Dilakukan Oleh Bank Terhadap Nasabah Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Lex Privatum*, 8(4). https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/30968

Latif, M. A. (2019). Standarisasi Perjanjian Baku Pada Perbankan Syariah. Tawazun: Journal of Sharia Economic Law, 2(1). https://www.researchgate.net/publication/342812466_Standarisasi_Perjanjian_Baku_Pada_Perbankan_Syariah

Latif, A. (2020). Konsep Hukum Sumber Dana Dari Nasabah Penyimpan Pada Bank Buku I Di Indonesia Dalam Menghindari Money Laundry. Repertorium: Jurnal Ilmu Hukum Kenotariatan, 9(1). DOI: http://dx.doi.org/10.28946/rpt.v9i1.614

Liyas, J. N., & Primadi, R. (2017). Pengaruh disiplin kerja terhadap kinerja karyawan pada bank perkreditan rakyat. Al-Masraf: Jurnal Lembaga Keuangan dan Perbankan, 2(1), 17-26. http://dx.doi.org/10.15548/al-masraf.v2i1.88

Malohing, Y. (2017). Kedudukan Perjanjian Baku Kaitannya Dengan Asas Kebebasan Berkontrak. Lex Privatum, 5(4). https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/16090#:~:text=Kedudukan%20perjanjian%20baku%20dengan%20asas,diberi%20kesempatan%20dalam%20hal%20ini.

Maulana, M. A., RS, D. S., Arifin, Z., & Soegianto, S. (2021). Klausula Baku Dalam Perjanjian Kredit Bank Perkreditan Rakyat. *Jurnal USM Law Review*, *4*(1), 208-225. http://dx.doi.org/10.26623/julr.v4i1.3369

Mexsita, M. S. (2023). Analisis Yuridis Pembuatan Klausul Baku Yang Dilakukan Oleh BRI Cabang Abdulrahmansaleh Dengan Nasabah Baru Dalam Perspektif Hukum Perjanjian. UAJY Library. https://e-journal.uajy.ac.id/28756/

Natika, L., Ambarwati, D. (2020). Pengelolaan Produk Tabungan Pada Pt. Bank Pembangunan Daerah Jawa Barat Dan Banten Kantor Cabang Pembantu Pamanukan Kabupaten Subang. Quality Improvement Good University Subang (School of Empowering people), 2(1). DOI: https://doi.org/10.37950/wfaj.v2i1.907

Nugrohowati, R. N. I., & Bimo, S. (2019). Analisis pengaruh faktor internal bank dan eksternal terhadap Non-Performing Financing (NPF) pada Bank Perkreditan Rakyat Syariah di

Indonesia. *Jurnal Ekonomi & Keuangan Islam*, 5(1), 42–49. https://doi.org/10.20885/jeki.vol5.iss1.art6

Rabuisa, W. F., Runtu, T., & Wokas, H. R. N. (2018). Analisis Laporan Keuangan Dalam Menilai Kinerja Keuangan Perusahaan Pada Bank Perkreditan Rakyat (BPR) Dana Raya Manado. Going Concern: Jurnal Riset Akuntansi, 13(02). Retrieved from https://ejournal.unsrat.ac.id/v3/index.php/gc/article/view/19518

Rezeki, D., & Sfenrianto, S. (2022). Analisis System Quality dan Service Quality terhadap Tingkat Kepercayaan Nasabah pada Digitalisasi Pembukaan Rekening Bank. ITEJ (Information Technology Engineering Journals), 7(2), 77 - 87. https://doi.org/10.24235/itej.v7i2.93

Sahangggamu, P. M., & Mandey, S. L. (2014). Pengaruh pelatihan kerja, motivasi, dan disiplin kerja terhadap kinerja karyawan pada pt. bank perkreditan rakyat dana Raya. Jurnal EMBA: Jurnal Riset Ekonomi, Manajemen, Bisnis dan Akuntansi, 2(4). https://doi.org/10.35794/emba.2.4.2014.6359

Saputra, A. E. (2022). Akuntansi Penerimaan Dana Dan Pengelolaan Dana Pada Bank Mandiri Syariah Kota Baubau. JIEM: Journal of International Entrepreneurship and Management, 1(01), 38–61. https://doi.org/10.62668/jiem.v1i01.148

Satriawan, W., & Wahyuningsih, W. (2022). Perjanjian Kerjasama PT. BRI Kantor Cabang Mataram Dengan Agen BRI Link Dalam Pencairan Bantuan Sosial PKH Di Kecamatan Gerung. Private Law, 2(2), 381–389. https://doi.org/10.29303/prlw.v2i2.1169

Setiono, G. C., & Rahman, I. (2022). Tanggung Jawab Bank Sebagai Wujud Perlindungan Hukum Bagi Nasabah Kontrak Perbankan. Transparansi Hukum, 5(1). https://doi.org/10.30737/transparansi.v5i1.2273

Silalahi, R., Purba, O. (2021). Perlindungan Hukum Terhadap Nasabah Bank Dikaitkan Dengan Undang-Undang Nomor 8 Tahun 1999. Jurnal Social Opinion: Jurnal Ilmiah Ilmu Komunikasi, 6(1). https://jurnal.darmaagung.ac.id/index.php/socialopinion/article/view/1034

Syarifah, H., Sugiono, A., Baihaki, A. (2023). Analisis Perlakuan Akuntansi Atas Deposito Berhadiah Langsung Pada Bprs Sarana Prima Mandiri (SPM). Sinema, 4(1). https://prosiding.uim.ac.id/index.php/sinema/article/view/262

Tan, D. (2021). Metode penelitian Hukum: Mengupas Dan Mengulas Metodologi Dalam Menyelenggarakan penelitian Hukum. *NUSANTARA: Jurnal Ilmu Pengetahuan Sosial*, *8*(5), 1332–1336. https://core.ac.uk/download/pdf/490668614.pdf

Yasin, A., Fisabilillah, L. W. P. (2021). Analisis Komparasi Kinerja Keuangan Bank Perkreditan Rakyat (BPR) Sebelum dan Pada Pandemi Covid-19. Equilibrium: Jurnal Ilmiah Ekonomi dan Pembelajarannya. https://doi.org/10.25273/equilibrium.v9i2.10011

Yunimar, Prawira, A. (2021). Analisis Bagi Hasil Produk Deposito Berjangka Pada Koperasi Konsumen Pegawai Negeri Syariah Balikota Padang Panjang. Al-Masraf: Jurnal Lembaga Keuangan dan Perbankan, 6(1). DOI: http://dx.doi.org/10.15548/al-masraf.v6i1.441

Zahrah, J. (2024). Eksplorasi Legalitas Kontrak Bank Digital Pada Produk NOW Savings Bank Neo Commerce. Mauriduna: Journal of Islamic Studies, 5(2). https://doi.org/10.37274/mauriduna.v5i2.1220