



Consumer protection in the perspective of Law of the Republic of Indonesia Number 8 Year 1999 and the perspective of islamic law for users of boat transportation services in Medang Hamlet, West Secotong Village

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ABSTRACT

Background: This research aims to determine the existence of consumer protection according to the perspective of Law of the Republic of Indonesia Number 8 of 1999 and the perspective of Islamic law on boat transportation in Medang hamlet, Sekotong Barat village which includes the practices, rights and obligations of business actors in running their business and the rights and obligations of consumers, and how to view law no. 8 of 1999 and what is the perspective of Islamic law. **Methods:** This type of research uses qualitative research, the data collection methods used are observation, interviews and documentation, with data analysis techniques, namely data collection, data reduction, data display and drawing conclusions and verification. **Findings:** Based on the research results, it can be concluded that business actors in Medang hamlet, Sekotong Barat village are not running their businesses well based on Law no. 8 of 1999 and Islamic law, this is due to the unawareness of business actors and consumers. **Conclusion:** In their business practices, business actors never provide information about the suitability of the transportation used to consumers, this is done because business actors always prioritize consumer satisfaction over safety, there is no compensation for compensation for consumer goods. All of these things are based on the ignorance of business actors and consumers regarding existing legislation and Islamic law. **Novelty/Originality of this Study:** This study provides a comparative analysis of consumer protection under Indonesian law and Islamic law, specifically for boat transportation services in Medang Hamlet. It highlights the practical shortcomings and legal non-compliance of local business actors, offering unique insights into the effectiveness of both legal frameworks in a maritime context.

KEYWORDS: business actors; consumers; islamic law: Law No. 8 of 1999; Medang.

1. Introduction

Indonesia, the world's largest archipelagic nation, consists of two-thirds maritime territory, covering approximately 6.32 million square kilometers (km²). It comprises 17,504 islands and is bordered by both the Indian Ocean and the Pacific Ocean (Awaluddin & Ruslang, 2021), which is the most dynamic region both economically and politically. This very strategic geographical location gives Indonesia advantages and high dependence on maritime affairs (Rochwulaningsih et al., 2019). Indonesia as an archipelagic country whose territory is mostly water means that Indonesia has comparative advantages based on its geographical location (Rachman et al., 2023). The natural resource potential in marine areas

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contains biological and non-biological resources that are beneficial for the survival and economic development of the community (Eddy, 2021).

One way to develop the community's economy is by having sea transportation (Hidayat et al., 2024), local governments and the community work together to develop existing natural resources to be used as economic resources, especially in the tourism sector, one of which is by establishing a business in the field of sea transportation services. Setting up a business in the field of sea transportation services, of course several risks often occur, one of which is unpredictable weather, accidents can occur, this is caused by a lack of attention from the service provider regarding the safety of passengers, a lack of attention from business actors regarding sea transportation. used as well as lack of maintenance by business actors on the driving equipment or machines used. Businesses providing maritime transportation services should, therefore, equip their vessels with essential safety gear, such as alert buoys and fire extinguishers (APARs).

Lanori and Supriyanto (2023) state that transit is fundamental to the everyday life of the Indonesian people. Mobility is very essential to the Indonesian people for several reasons, one of which being the country's geographical location with its hundreds of islands (Farhan & Lim, 2012). Due to the availability of seas, rivers, and lakes throughout the nation, water transportation can reach any part of Indonesia (Fulazzaky, 2014). Another important consideration is the necessity for safe, hassle-free transportation.

Both businesses and customers are defined in detail in Article 4, paragraph 1 of Consumer Protection Law No. 8 of 1999. As stated in Sarajevo (2021). Ahmad (2022) argues that customers should not have to worry about their safety or comfort while buying goods and services. Paragraph 2 of article 7, which addresses the responsibilities of business actors, states that companies must provide customers accurate and truthful information about the condition and guarantee of their goods and services. Additionally, they must provide comprehensive instructions for use, repair, and maintenance. Article 7, paragraph 3, elaborates on this idea by saying that businesses must treat their clients with honesty and fairness and never discriminate against them. This is important for all service providers, but especially those involved in transportation and shipping.

The Indonesian island of Lombok is one place rich in natural resources (Hong & Hakim, 2018). Economic development is beginning to take place on Lombok as a result of the island's growing tourism industry. West Sekotong Village is one area on the island with great potential for tourism, as it is home to many young people who are launching what will hopefully be successful businesses. Meanwhile, there are established business actors in the area who have been setting up shop for quite some time and have expanded their operations into maritime transportation (Wildan et al., 2016).

Numerous visitors, both domestic and international, go to West Sekotong to soak in the sun on its famed beaches (Nugroho et al., 2022). Because of this, a lot of businesspeople have started investing or setting up enterprises like hotels, restaurants, water parks, transportation services by sea, and so on. The tiny islands of Gili Nanggu, Gili Sudak, and Gili Kedis are located in West Sekotong (Iswanto et al., 2020). There are a lot of sightseers that go to see the Gilis. Travellers interested in seeing one of the Gilis will most likely make use of some kind of maritime conveyance, namely a boat. Motorboats, more often known as boats, are the mode of transportation by water (Martin et al., 2019). The purpose of this is to make it easier for visitors to go to the Gili at West Sekotong village, which is just ±20 minutes away. When it comes to sea transportation, there are plenty of options for customers to choose from, which makes it easy for them to travel in comfort. However, when an accident happens and the service provider isn't responsible, customers get scared.

After the Gili region was transformed into a marine observation area and turned into a tourist attraction, the researchers discovered that the boat transportation service company in Medang Hamlet, West Sekotong Village was handled by the coastal communities. Additionally, the research team discovered that certain players in the boat transportation industry routinely send customers out on the water without providing them with PPE or any kind of safety gear. Beyond that, business actors often transport more customers or

people than their vessels can handle. Customers using commercial actors' boat transportation services are not guaranteed safety as a result of this conduct.

In view of the above, the researcher plans to investigate the boat transportation industry's actors in more detail, with a focus on how Islamic law and Law No. 8 of 1999 affect consumer protection. So, the title of the research was changed to "Consumer Protection from the Perspective of Law No. 8 of 1999 and the Perspective of Islamic Law on Users of Boat Transportation Services in Medang Hamlet, West Sekotong Village."

A number of hypotheses and meanings are connected to the title above, including: Whether or not there was a previous transaction, consumers in Islamic law may be linked to the idea of ownership, rights, and property. Based on their explanation in Ethics and Consumer Protection in Islamic Economics, Muhammad and Alimin state that "every person, group or legal entity who uses a property or service because of a legitimate right, whether it is used for final use or for further production processes" is a consumer according to the principles of consumer protection in Islam.

Anyone who professes Islam and submits to the rules laid down in the Qur'an and the Hadith is considered a consumer in Islam. The concepts of muamalah represent Islamic efforts to safeguard consumers, particularly in preventing gharar and ensuring that commodities sold are transparent about quantity and quality. All financial dealings must be free of gharar, maysir, usury, and ikrah, the three forms of corruption.

When it comes to meeting requirements and making sure consumer interests are legally protected, Sidobalok says that consumer protection is all about the rules and regulations that govern the rights and responsibilities of producers and consumers. Shidarta argues that the term "consumer protection" encompasses a comprehensive body of law that may govern interactions between different social actors involving consumer products and services.¹⁰ Any measure that may provide legal certainty to safeguard consumers is considered to be in accordance with Law No. 8 of 1999, which pertains to consumer protection.

The right to safety, comfort, and security while consuming products and services is one of the rights and responsibilities of consumers under the Consumer Protection Law (UUPK). In addition, people have the freedom to choose what they buy and to have it delivered to them with reasonable prices, terms, and assurances. Also, buyers have a right to know exactly what they're getting when it comes to the quality and assurances offered by the products they buy. Customers have the right to be heard when they have issues with the products or services they have purchased, as well as the right to be protected from harm, to have their concerns heard, and to have consumer protection disputes resolved fairly. In addition to the rights to be treated equitably, honestly, and without prejudice, consumers also have the right to information and assistance. In addition, if the obtained products or services fall short of their expectations, they have the right to compensation, a refund, or a replacement. These rights are further supported by additional provisions outlined in other applicable laws and regulations.

Buyers are not only entitled to these protections, but they must also fulfil the following duties. Make sure you read and follow any safety and security-related instructions, information, and procedures before using any product or service: Engage in trades to acquire commodities and/or services with good intentions, After making an attempt to settle consumer complaints in a suitable manner using Islamic law, pay according to the agreed exchange rate. It is equally important to safeguard the rights of corporate players. Among the responsibilities that consumers have is the right to obtain payment in line with the terms and conditions agreed upon for the products and services that were exchanged.

Having recourse to the law in the event of consumer misconduct: Legally resolving consumer disputes: the right to adequate self-defence, The right to have one's reputation restored if it can be shown that the products or services in question did not cause any harm to consumers, Certain rights are governed by different statutes. The next articles of UUPK address the responsibilities of corporate actors with respect to consumer rights, which are in addition to the rights already stated above. Since rights and responsibilities are inherently at odds with one another in the legal system, it is possible to see the rights of

consumers as constituting the obligations of business actors. Business actors have a number of responsibilities, such as: acting with integrity when doing business, Explain how to use, fix, and maintain the items or service, and provide accurate, clear, and honest information on their condition and guarantee. Being fair, honest, and nondiscriminatory while dealing with customers Assuring the conformity of manufactured or sold products and services to relevant quality standards, Giving customers a chance to try out products before they buy them and offering guarantees and warranties on products made or exchanged, Give back what you've lost because of the things you bought and sold, whether that's money, damages, or something else entirely. If the products or services you obtained or used don't live up to your expectations, you should compensate, make amends, or even replace them.

Ernest Kretschmer, based on his research, concluded that there is a positive correlation between human body shape and behavior. In relation to consumer behavior, Ernest Kretschmer categorizes three types of consumers, namely Picnic Type Consumers, who show a round body shape, the limbs are generally rather short and the face is round and wide. There are characters of this type who show a friendly nature and like to talk, are calm and like to be humorous, and there are also those who are quiet, kind, and have a good nature, practically energetic. Leptosome type consumers show a rather small and weak body shape, the shoulders look small, the neck and limbs give the impression of being long and thin, and this character shows someone who is arrogant and idealistic. Athletic type consumers show a sturdy body shape, shoulders appear wide and hips are full, limbs are rather long, the body is muscular and sturdy, and the character shows a body with a lot of movement but the appearance is calm, rarely humorous, and has a nature that is not easily confident and stiff. British psychologist Johnstone suggests that there are several types of consumers, namely male buyers, female buyers, teenage buyers, elderly buyers, talkative buyers, quiet buyers, nervous buyers, hesitant buyers, argumentative buyers, newcomer buyers, patient buyers, slightly suspicious buyers, and arrogant buyers.

When it comes to buyers, Islam also dictates commerce and economy. As far as Islam is concerned, all economic and trade-related teachings revolve on safeguarding the rights of producers and consumers. Regarding consumer rights, Islam allows for many kinds of khiyar, which are trade rights, to be defended by both producers and consumers. According to As-Sunnah, the seller and the buyer have equal rights to continue or terminate the sale and purchase agreement during Khiyar Majelis, provided that both parties are present in the assembly. Both the company and the customer decide on khiyar. Assuming the parties are still in the same assembly, they each have the right to retain or terminate the agreement if it has been finalised by an ijab kabul. If the parties involved in a sale and purchase have not yet parted ways and are still living together, or if one of them transfers his right of khiyar to the other, then both parties have the right of khiyar, according to a hadith narrated by Imam Bukhari and Muslim. But if the right of khiyar is transferred from one party to another before the sale and purchase occurs, then the sale and purchase has occurred. Similarly, if the parties separate after the sale and purchase but one of them did not withdraw from it, then it has also occurred. Another hadith from Amr bin Syu'aib also supports this concept, where the Messenger of Allah said, "The buyer and the seller (have) the right of khiyar as long as they have not separated, except for a sale and purchase with a khiyar contract, then one of them should not leave his partner for fear of being canceled." Khiyar Conditions allow a party intending to buy something to include a condition of khiyar for a clear period. If the buyer wishes, he can carry out the sale or cancel it. This condition can also be agreed upon by both parties or required by one. In a hadith narrated by Ibn Umar, the Prophet once addressed someone who complained about being deceived in a transaction by advising them to state, "Do not commit deception." The ru'yah ritual is a type of khiyar that occurs when a business actor sells goods not present in the sale and purchase assembly. If the buyer later sees the goods and does not desire them or finds that the goods do not meet expectations, the buyer has the right to withdraw from the contract. This is supported by the Prophet's saying: "Whoever buys something and he has not seen it then he has khiyar if he sees it: if he may take it, he may leave it if he wants." Lastly, Khiyar Ta'yin grants the

buyer the right to choose goods from a collection, even if the items have different prices, allowing consumers to determine what they desire.

2. Methods

The research methodology used here is qualitative. Research that primarily seeks to comprehend social phenomena from the viewpoint of the participants is known as qualitative research (Hammarberg et al., 2016). People who are requested to provide data, comments, views, impressions, or to be observed are called participants.

Understanding is obtained through analyzing various relationships between participants and through deciphering participants' meanings regarding situations and events. Furthermore, what is meant by participants' meaning includes the feelings, beliefs, ideas, thoughts and activities of the participants.

The reasons researchers use qualitative approach methods, according to Busetto et al. (2020), are that with a qualitative approach, researchers are faced with the field to find unclear problems, uncover hidden meanings, understand social interactions, develop theories, and ensure the accuracy of data. Furthermore, with qualitative research, researchers can directly experience what they encounter in their own social lives and study groups and experiences that they may have never known before. Analysis in research is an important part of the research process because this analysis makes the benefits of existing data visible. Analysis is the grouping, sequencing, manipulation, and summarization of data findings so that they are easy to read. Meanwhile, data is the plural form of datum which means facts, statements or information that are used as sources or materials for finding conclusions and making decisions. There are several stages that must be carried out in analyzing qualitative data which can be seen in Figure 1. Based on the image above, it can be seen that there are four steps that researchers must take before analyzing data, including.

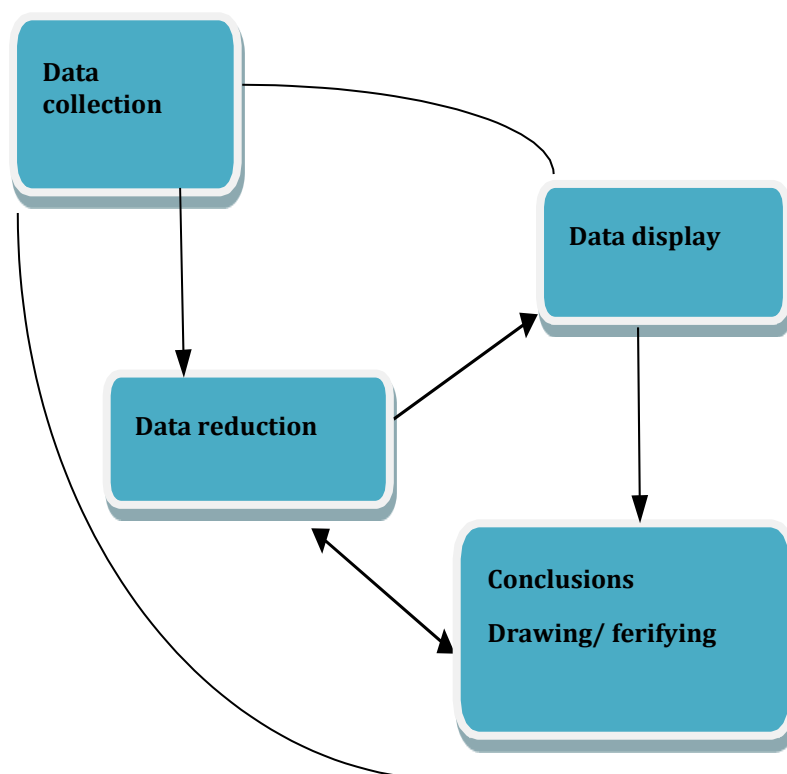


Fig. 1. Data analysis steps

In every research, the most important activity is data collection (Migueles et al., 2017). In qualitative research, data collection generally uses questionnaires and closed tests (O'Cathain & Thomas, 2004). Summarising, identifying key points, zeroing in on what's most

essential, and searching for patterns and themes are the tasks at hand. With the data minimised, we can see the bigger picture and gather more data with ease. The subsequent stage, after data reduction, is data presentation. In order to take action based on knowledge and analysis of the data presented, data presentation is used to enhance understanding of the situation. At the same time, developing conclusions is the research's focal response; they are given in descriptive form and, at first, aren't very obvious; but, after collecting a large amount of supporting evidence, they become more clear.

3. Results and Discussion

3.1 History of West Sekotong Village

From 1961 to 1968 West Sekotong village was one of the villages in the Gerung sub-district, West Lombok district (Zaenudin et al., 2023). The West Sekotong village area at that time included Jelateng, Sekotong and Tawun (Suhartini & Abubakar, 2017). The head of West Sekotong Village at that time was held by Lalu Ramli alias Mamiq Rupawan who came from Gerung, Gerung sub-district. From 1968 to 1979, West Sekotong Village, which was still part of the Gerung sub-district, was divided into three villages: Jelateng became the village of East Sekotong, Sekotong became the village of Central Sekotong, and Tawun became West Sekotong village.

From 1980 to 1990 West Sekotong village under the leadership of Lalu Sanusi alias Mamiq Aboh was still under Gerung sub-district, but in the middle of Lalu Sanusi's term of office, precisely in 1977-1983, the Gerung sub-district was divided into two, namely: Gerung sub-district and representative sub-district of Sekotong sub-district, so that since 1977 West Sekotong village has officially become one of the villages under the Representative sub-district of Sekotong Tengah District.

In 1990 to 1992 there was a vacancy for the Village Head Position because his term of office had expired, so that in that year for approximately 1 (one) year WR Nursalam could be inaugurated. As Acting Village Head. From 1993 to 2001 the Village Head election was held and won by Lalu Padlan. In 1996 West Sekotong Village was expanded again into two villages, namely West Sekotong Village and Persiapan Pelangan Village, each of which included several hamlets. In 2002, precisely in April, the election for the Village Head of West Sekotong was held, Mr. Supardi was elected as the Village Head of West Sekotong until the period 2009-2013. The Head of West Sekotong Village since its establishment in 1961 until now is Mamiq Rupawan (1961-1968), Amaq Sitah alias H. Zaenuddin (1968-1979), Lalu Sanusi alias Mamiq Aboh (1980-1990), Wr Nursalam (PJS) (1990-1992), Lalu Padlan (1993-2001), Supardi (2001-2008), and Supardi (2008-2013).

West Sekotong Village is one of the villages located in the Sekotong District, West Lombok Regency, which is located 10 km west of the District City. From the data obtained regarding the area and boundaries of West Sekotong Village is 15,365 ha with a village area of 8,262 ha. The boundaries of the area are the north is bordered by the sea, the south is bordered by Kedaro Village, the south is bordered by Pelangan Village, and the east is bordered by Sekotong Tengah Village. The climate conditions of the research location are illustrated with a rainfall of 2010 mm, the number of rainy months is 6 months, the average temperature is 10-15°C, located at an altitude of 150 meters above sea level, and the shape of the landscape is flat/hilly.

The climate of West Sekotong Village, like other villages in Indonesia, has a dry season and a rainy season (tropical), this has a direct effect on the planting pattern in West Sekotong Village, Sekotong District. West Sekotong Village is a coastal area and rocky hills with an average soil thickness below it reaching one meter. The higher the peak, the thicker the soil above it, therefore the top of the hill is generally overgrown with bushes. The land use pattern in West Sekotong Village is mostly allocated for rice fields, while the rest is dry land which is used for buildings and other facilities. West Sekotong Village has a population of 8,781 people consisting of 4,055 men and 4,736 women spread across 10 hamlets and 1 preparatory hamlet with the following details (Table 1) (Ayu & Sari, 2022).

Table 1. Population of West Sekotong Village

No	Hamlet name	Total population		
		Male	Female	Family
1	Medang	936	1002	387
2	Gunung Ketapang	239	326	113
3	Batu Kijuk	490	492	279
4	Tawun	513	548	323
5	Batuleong	289	241	182
6	Pandanan	362	590	366
7	Pengawisan	183	163	104
8	Gili Genting	305	280	314
9	Labuan Petung	150	200	158
10	Gawah Puduk	247	255	163
11	Tembowong	334	339	262
Total		4.055	4.736	2.651

(Ayu & Sari, 2022)

3.2 Practices of business actors using boat transportation services

Several factors must be considered by those involved in the operation of a company. These include, but are not limited to, the manner in which the business is put into action, the duties and rights that must be bestowed, the duties and rights that must be obtained by customers, and so on (Weatherill, 2012). In the legal order in Indonesia, everything is explained, both for business actors and for consumers. Not only Indonesian Law, Islam has also explained the legal Laws that must be implemented by humans, one of which is the Law in business.

Researchers in Medang Hamlet, West Sekotong Village, Lombok West, gathered information about the services provided by boat transportation companies, the rights and responsibilities of those involved in the industry, and other relevant factors through on-site observations, interviews, and data collection. The interview with Mr Mahsin in Hamlet Medang, West Sekotong Village, revealed that he is involved in the boat transportation industry. Researchers asked about how Mr. Mahsin ran a boat transportation business, Mr. Mahsin explained that:

“When guests (consumers) come to hire our transportation services, the first thing they ask is exactly how much they charge for a tour of the three Gilis here. If they think the tariff is appropriate, they usually ask what views are available on the three Gilis. And what we prioritize is how to make guests (consumers) feel satisfied using our transportation services.” - Mr. Mahsin

Then Mr. Mahsin added:

“And regarding the tariff, usually for one tour it is around 500,000 to 250,000, depending on the number of guests (consumers), sometimes they come in groups with family and friends, what are the conditions of the guests, usually for those with plates outside Lombok we increase the fare and it also depends. or sometimes our rates for foreign tourists are different from those for local tourists, the rates are uncertain. However, usually for a rate of 500,000, the snorkeling equipment is included in the cloud.” - Mr. Mahsin

This is in line with what Mr Hendy Pradana said as a boatman or boat transportation worker in Medang Hamlet, Sekotong Village. According to him:

“When there are guests (consumers) who come, they always ask what the tariff is for the tour to the three Gilis here. The issue of tariffs is always the first question for consumers, then they ask what the tour system is, we explain to them (consumers) first that the tariffs

are paid for direct trips to the three dykes, not just one dyke, when they (consumers) agree, we immediately go on a trip.” - Mr. Mahsin

Then the researcher asked Mr. Mahsin again as a business actor about what facilities consumers get during the trip. Mr. Mahsin said:

We don't have any facilities, if guests (consumers) want to use snorkeling equipment, they usually have to rent it before leaving. The agreed rate is the cost for the trip only, excluding renting snorkeling equipment. The payment system is also in cash, so before leaving, guests (consumers) must first pay the fare. Once the payment transaction is complete, the journey begins. - Mr. Mahsin

Then Mr. Mahsin added that:

The rates for guests (consumers) are usually adjusted to their group, so sometimes if there are guests (consumers) who come with their group that exceeds the boat's capacity, it is still increased because they reason that they don't want to be separated from their group members. - Mr. Mahsin

The same thing was also explained by Yani Lestari as a consumer who was at the research location when the research was taking place, she said that:

As long as I use boat transportation to cross to Gili here, the first thing to ask is of course the fare and what the route is, if you agree, you will pay straight away, none of the business actors discuss or inform anyone else because we haven't even thought about getting there. - Mr. Mahsin

This is also reinforced by the results of the researcher's observations when they were at the research location, it was seen that during the transaction there was no notification from business actors or boatmen regarding consumer protection, they prioritized guest (consumer) satisfaction when traveling, consumers asked how much they would pay if they had. If the fare is agreed, the journey begins, payment of the fare is given immediately before the journey begins. From the researcher's observations while at the research location, it was also seen that business actors often increase passengers beyond the weight of the boat. This is done because many guests (consumers) do not want to be separated from their entourage and adjust fare expenses to their members.

Apart from asking about practices, researchers also asked questions related to the obligations of business actors to provide information to consumers regarding the suitability of the boat transportation services they have. According to Mr. Mahsin as the business owner, boat transportation. Mr. Mahsin said that

So far, I don't know about the regulations regarding the obligation for us as transportation service owners to provide an explanation regarding this matter, because so far neither guests (consumers) nor fellow boat transportation business actors here have ever discussed or asked about this issue. - Mr. Mahsin

This is in accordance with what was conveyed by Angga Pratama as a consumer who had used the boat transportation service in Medang Hamlet, West Sekotong Village. Angga Pratama explained that:

I am not aware of any regulations regarding the obligation for service providers to provide explanations regarding this matter, because for me it is not a problem that this is not conveyed as long as we as consumers can be safe during the journey. - Mr. Mahsin

Then it was added to the opinion of Eva Kurniawati as a consumer using boat transportation services, when the researcher asked about consumers' rights to obtain information about the boat transportation they were taking. According to him that:

I also don't know about this, maybe if I knew about it I would ask the transportation service provider about this because I personally think this is very important because if the service provider informs me it will definitely be safer. - Mr. Mahsin

This was also confirmed by the response given by Farhurrozi as a consumer who was using boat transportation services for the first time. According to him:

For me, who has just experienced using the boat transportation services here, this is important, even though I never asked about it and the business people didn't inform me because I think if the business people provided this information, I could also be more careful. - Mr. Mahsin

The obligation to fulfill services correctly and honestly and not to be discriminatory must be carried out by business actors, because consumers' rights are not only to receive satisfied service but also to obtain information regarding the suitability of the transportation they use.

3.3 Analysis of consumer protection in the perspective of Law No. 8 of 1999 towards boat transportation service users

In carrying out daily life, of course humans have various needs in their lives, these are very important things and must be obtained and to obtain these things, humans carry out one of the activities called business. In carrying out a business, a producer's obligation is to apply the applicable Laws so that in carrying out his business activities, benefits can be realized for both the producer and the consumer.

Then, in ensuring their living needs, business actors or producers often try to carry out their work with habits that they think are correct, this then becomes a reference that the application of the rules is questionable as to whether they have been implemented or not, and this will result in negligence and lead to deprivation of consumer rights and eliminate the obligations of business actors. In terms of business activities, it is a fundamental thing in realizing benefits, justice and certainty. In connection with this matter, the obligations of business actors are generally regulated in Law No. 8 of 1999 as stated in article 7.73 However, in the practices carried out by business actors in running boat transportation businesses in Medang Hamlet, West Sekotong Village, business actors and consumers do not know about the existing regulations, business actors prioritize consumer satisfaction rather than safety.

3.3.1 Have good faith in carrying out his business activities

Good faith is the basis that every business actor must have because good faith is a determinant of whether the product or service provided provides benefits to consumers or not. However, based on the results of researchers' interviews with several data sources and observation results, several good intentions are not carried out by business actors, as mentioned, the most important thing is how to make consumers feel satisfied without prioritizing safety, business actors always prioritize consumer satisfaction during the trip, business actors do not think that at any time accidents can occur, such as bad weather and so on.

3.3.2 Obligated to provide correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, usage and maintenance

Providing information is very important and is highly expected by users of a product (Meyvis & Janiszewski, 2002), whether in the form of goods or services, because if business actors provide information regarding the product or service offered in terms of use, repair or maintenance, consumers will certainly get comfort and certainty in using it. services offered (Cheong & Morrison, 2008). However, in practice, business actors do not provide information related to the products or services they offer, as explained by business actors that related to machines or means of transportation that are used as long as they can run and are not badly damaged they will continue to be used and this is not communicated to consumers. Business actors should provide information to consumers regarding equipment and boat carrying capacity.

3.3.3 Obligation to guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services

Boat transportation is a kind of transportation that will convey customers or passengers securely and pleasantly, as indicated in Law No. 8 of 1999 article 7 point c. Therefore, the responsibility to ensure the quality of products or services provided is extremely essential. Following this, the UUPK stressed that commercial players should ensure product quality (Wiguna & Yustiawan, 2023). However, in their business activities, there are many business actors who are not aware that these obligations and prohibitions are carried out and which then has an impact on consumers who use these services. Boat transportation business actors in carrying out their business still do not provide guarantees for transportation service users, this is based on the results researcher interviews with business actors and consumers.

3.3.4 Obligation to provide opportunities for consumers to test and/or try certain goods and/or services as well as provide guarantees and/or warranties for goods made and/or traded

The opportunity for consumers to test, guarantee and provide guarantees for products in the form of goods or services is something that must be implemented by service providers or boat transportation business actors in serving their consumers (Kandampully & Butler, 2001), but in its implementation, what the researchers found from the results of observations was that this was not implemented by business actors even though it has been listed. In terms of statutory regulations, this is because business actors do not know their obligations and as long as business actors run boat transportation services, there is not a single passenger or consumer who asks to try the transportation directly, what they do is get on board straight away and the workers immediately take them to their destination. And regarding the guarantee, of course this is not done.

3.3.5 Obligation to treat or serve consumers correctly and honestly and not to be discriminatory

The obligation to fulfill services correctly and honestly and not to be discriminatory based on several research results in the field is still not implemented by business actors because there are several things that are not conveyed honestly by business actors to consumers, such as the condition of boats, engines and so on. However, regarding non-discriminatory customer service, based on the results of researchers' interviews with business actors and boatmen, they said that up to now they have treated consumers the same, because boatmen have helped them in delivering goods and so on.

3.3.6 Providing compensation for compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/services

Providing compensation for losses and/or replacement for the use and consumption of goods and/or services offered is an obligation that must be carried out by business actors or service providers because this creates good trust by consumers (Weissbrodt & Kruger, 2003). However, when researchers interviewed business actors and boatmen regarding obligations regarding compensation for consumers using boat transportation services, they answered that this was not conveyed to consumers or in other words there was no compensation from the business actors, on the contrary if consumers lost the goods items rented by business actors, such as snorkeling equipment, must be replaced by consumers.

Article 7 of the Consumer Protection Law No. 8 of 1999 lays forth the duties of enterprises towards customers. Good faith in doing business, providing accurate, clear, and honest information about additional terms of guarantee for products and services, and providing explanations, usage, repair, and maintenance are all part of these obligations. Accurately, honestly, and without bias service or interact with customers. Assure the high standard of the manufactured items and/or rendered services. Make it possible for customers to check out your products and services. The items you sell, make, or trade should come with some kind of guarantee or warranty. Payment or substitution for damages sustained as a consequence of g's use, utilisation, and/or application.

Researchers found that neither businesses nor consumers completely apply the aforementioned points based on interviews with relevant parties and other relevant data sources. In Medang Hamlet, West Sekotong Village, business actors and consumers alike fail to recognise the significance of the law in regulating their own and others' actions in the marketplace, which leads to businesses operating outside of the bounds of legality. According to their observations of field practices, rules may be time-consuming and profit-limiting.

The Law was created so that it can be used as well as possible by every business actor, but the reality in the field is that there are still many business actors who do not understand the legal basis for carrying out their business activities, this is due to various reasons. As is the case with existing boat transportation business actors. in Medang Hamlet, West Sekotong Village. From the description above, the consumer protection Law regulates regulations that must be followed by business actors (Rahmana & Suparto, 2019). This is done to provide consumer protection in protecting what consumers own. Thus, the responsibility of business actors in managing the boat transportation business is prioritized so that undesirable things do not happen in the future.

4. Conclusions

The practice of boat transportation services in Medang Hamlet, West Sekotong Village in carrying out its business activities is to provide transportation services even though there is still damaged equipment in the boat transportation and business actors prioritize guest (consumer) satisfaction during the trip. Information on the feasibility of transportation is not conveyed by business actors to consumers, business actors are not responsible for damage to consumer goods,

Businesses disregard their legal responsibilities to customers as stated in Consumer Protection Law No. 8 of 1999. This involves not promising customers a certain level of quality or providing them with accurate, transparent, and honest information on the current status of products and services. Regardless, article 7 of Law No. 8 of 1999 governs this.

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Author Contribution

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