

# *Legal Protection of Passengers to Services Go-Ride Gojek Purwokerto*

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**Abstract-** The problem examined in this study is how is the legal protection of the passenger event for the Go Ride Go-jek Purwokerto service? This study uses an empirical juridical method, the research specification is analytical descriptive. Methods of presenting data are presented in the form of groupings and then systematically arranged. The results of the study show that the legal protection of passenger events for the Go Ride Go-jek Purwokerto service can be reviewed in Article 9 of Law Number 8 of 1999 concerning Consumer Protection, namely "business actors are responsible for providing compensation for damage, pollution and/or consumer losses due to consuming goods and/or services produced or traded"; and Article 234 paragraph (1) of Law Number 22 Year 2009 concerning Road Traffic and Transportation, namely: "Drivers, motorized vehicle owners, and/ or public transport companies are responsible for losses suffered by passengers and/or owners of goods and/or a third party due to negligence of the driver ". This means that based on these 2 articles, the driver and the company (business actor) are responsible for losses caused by passengers in the event of an event or damage resulting from services caused by the driver. If the driver is not responsible it can be said as an illegal act.

**Keywords-** *Legal Protection, Passanger, Go-Ride, Gojek*

## I. INTRODUCTION

In this globalization era, people often use transportation services in carrying out daily activities, especially in land transportation facilities. One type of land transportation that is enough to grab people's attention is the emergence of Go-jek online motorcycle taxis. Guided by the official Go-jek website, the word Go-jek is defined as the social-minded word that is leading the Ojek transportation industry revolution [1]. Go-jek is a motorcycle taxi booking service through the Go-jek application which can be downloaded via Android or iPhone. Not only motorcycle taxis online, the services provided by Go-jek are also Go-car, Go-food, Go-mart and others. The presence of an online motorcycle taxi that applies appropriate communication technology in the community because by combining transportation services with the sophistication of internet technology, so that people more easily make reservations, find out the route, transportation costs, destination locations and driver information which is a form of new innovation in the world of transportation business [2].

In Purwokerto, the presence of Go-jek as an online public transport facility makes it easy for people to do activities. Not only that Go-jek is also considered more efficient and practical compared to other types of public transportation. Therefore, Go-jek is more widely used compared to other public transportation. Regarding passenger rights, this is a responsibility inherent in every online motorcycle taxi driver because the driver's responsibility is required in the event of a violation of consumer rights that results in the safety of the object being transported to its destination. Passengers can be said to be consumers, according to Article 1 number 2 of Law Number 8 of 1999.

Although there are problems that arise related to the emergence of this transportation service, but the interest of the community, especially in Purwokerto to use transportation motorcycle taxi services online does not diminish at all. With the convenience services offered by online motorcycle taxis certainly affect the number of users who use this transportation service. The increasing number of users of online motorcycle taxi transportation services, of course, must be accompanied by legal rules governing the security and safety of the public in using online motorcycle taxi services. Therefore, legal protection for passengers as consumers is the main thing that must be considered. This article discusses the legal protection of passenger events for the Go Ride Go-jek Purwokerto service.

## II. RESEARCH METHOD

This research uses the empirical juridical method. The data needed includes primary data and secondary data. Primary data were obtained by interview, while secondary data were obtained by studying several legal materials such as the Civil Code; Law Number 8 of 1999; Law Number 22 Year 2009; literature. Data obtained from both library research and field research were analyzed by qualitative.

## III. FINDINGS AND DISCUSSION

In Indonesia there are already several types of land public transportation services, one of which is the service offered by PT. Go-Jek Indonesia in the form of an online application called Go-Jek. Go-Jek is a transportation service using two-wheeled vehicles (motorcycles) and is commonly called a motorcycle taxi. Go-jek was born in 2010 and was formally launched in February 2011 by

Nadiem Makarim who claimed to be a motorcycle taxi driver. Online motorcycle taxi which is a two-wheeled motorcycle is indeed a very effective transportation for mobility in city congestion.

At the beginning of its appearance, Go-Jek only served services, namely courier services (Go-Send), transportation services such as motorcycles (Go-Ride), food delivery services (Go-Food), and shopping services with a nominal value of under 1 million rupiah (Go-Mart). Now, services such as car transportation services (Go-Car), goods delivery services in large quantities (Go-Box), massage services or (Go-Gram), ticket purchase services (Go-Tix), transportation services from/to Trans Jakarta bus stops nearby (Go-Busway), shopping services from any shop (Go-Shop), buying and redeeming drugs (Go-Med), motor vehicle maintenance services (Go-Auto) and credit buying services (Go-Pulsa).

PT Go-Jek Indonesia as a service provider that utilizes technological advancements with the Go-Jek application, is already familiar among the people. Through the Go-Jek application, a wide range of services are available which can be accessed directly from the user's smartphone. In addition to making it easier for the public to meet their needs, PT Go-Jek Indonesia also provides convenience for the payment process, namely through the Go-Pay system or previously referred to as Go Wallet, which is a virtual wallet to store your Go Jek Credit which can be used to pay for service transactions within GO-JEK online application. Go-Pay has the same function as cash. The use of this payment transaction in the GO-JEK application is very important, in addition to transactions in services provided by the GO-JEK application, it also makes it easier for passengers to pay because they do not need to issue cash payments.

PT. Go-Jek Indonesia is not a transportation company, but an application company whose activities use application technology as one of the ways of transactions in order to provide easy access for consumers in ordering motorcycle taxi online. With the status as a liaison business actor, it can be concluded that the Go-Jek driver does not have a working relationship with PT. Go-Jek Indonesia. Drivers are service providers in connection with the services provided by the GO-JEK application. The right of the driver by PT Aplikasi Karya Anak Bangsa is access to the GO-JEK application using a personal account. Accounts are obtained after the driver registers as a partner through the GO-JEK application. From this account, drivers can access content, information and materials regarding services needed by consumers. Wider access for drivers to the GO-JEK application gets drivers to meet and make it easier for consumers that results in increased revenue from drivers. So the services and services of the GO-JEK application are carried out directly by the drivers to fulfill requests from passengers. Therefore, consumers enjoy the services provided by the GO-JEK application, realized by the drivers. However, the driver is not obliged to determine the tariff for these

services, because the service tariff is determined by PT Aplikasi Karya Anak Bangsa by calculating distance per kilometer. Payment transactions are also carried out between drivers and consumers. So the driver's duty is to accept orders from passengers such as Go-Ride service orders, then drivers who receive orders from consumers who use the Go-Ride service are obliged to pick up and drop off passengers from the location points chosen by consumers using two-wheeled motorized vehicles. After the destination location is reached, consumers are obliged to pay drivers for the services provided, either with cash or virtual money/Go-Pay.

Every legal relationship has two aspects, namely rights and obligations. Rights and obligations arise from a legal event and the disappearance of rights and obligations is also the same. The legal relationship has three elements, namely the existence of the parties, objects, and the relationship between the owner of the rights and the duty bearer or the relationship to the object concerned[3]. So it can be concluded that the legal relationship exists if there is a legal basis governing the legal relationship and the emergence of a legal event. It is clear that each party has a duty and authority in the GO-JEK application. The parties do not just have duties and authority, but have a relationship related to providing GO-JEK application services in accordance with those duties and authorities. Based on the electronic partnership agreement, it can be seen that the GO-JEK application used by consumers is not only managed by one party, but by several parties who have a partnership relationship with the GO-JEK application, namely PT Aplikasi Karya Anak Bangsa, PT GO- JEK Indonesia, PT Dompot Anak Bangsa, and drivers. It is very important to see who is responsible for implementing services related to the GO-JEK application. The principle of partnership requires the existence of the attitude of the parties that those who face in making and implementing the agreement are the two partners who promised, moreover in making a partnership agreement the principle of partnership is very necessary.

Government Regulation Number 82 Year 2012 regarding the Implementation of Electronic Transactions and Systems (PP PSTE) Article 47 paragraph 2 stipulates that electronic contracts are considered valid if: 1) There is agreement between the parties; 2) Carried out by capable legal subjects or authorized representatives in accordance with statutory provisions; 3) There are certain things; and 4) The object of the transaction must not be in conflict with the laws and regulations, decency, and public order.

PT GO-JEK Indonesia, PT Karya Karya Anak Bangsa, PT Dompot Anak Bangsa and drivers (Service Providers) are a cooperative partner relationship where each party has the same position, authority and responsibilities that are different. The relationship of PT GO-JEK Indonesia as a technology company with PT Aplikasi Karya Anak Bangsa is to provide operational services for partners, namely drivers (Service Providers) in connection with the

use of the GO-JEK application for drivers to use transactions and deal directly with passengers.

Relationship between PT GO-JEK Indonesia and PT Dompot Karya Anak Bangsa as the manager of the Go-Pay prepaid service used by driver and consumer partners. PT GO-JEK Indonesia, PT Karya Karya Anak Bangsa and PT Dompot Anak Bangsa are not transportation service providers and all transportation services provided by drivers to consumers through the GO-JEK application are provided by drivers as independent third-party contractors not affiliated with PT GO-JEK Indonesia, PT Applications Karya Anak Bangsa and PT Dompot Anak Bangsa and are not employed by PT GO-JEK Indonesia, PT Application Karya Anak Bangsa, and PT Dompot Anak Bangsa who have the same position of each party.

This separation of responsibilities explains that the rights and obligations of each party differ depending on the authority of the parties. If one party does not perform rights and obligations, it can be said as an act against the law and violating existing regulations. The relationship between one party and another party is a partnership agreement. General provisions regarding partnership agreements are in Article 1338 in conjunction with Article 1320 Civil Code.

PT. Go-Jek Indonesia is not a transportation company, but an application company whose activities use application technology as one of the ways of transactions in order to provide easy access for consumers in ordering motorcycle taxi online. Therefore PT. Go-Jek Indonesia as an application company only has the status of a liaison business, so Go-Jek drivers do not have a working relationship with PT. Go-Jek Indonesia, but rather a partnership. Because the Go-Jek driver with PT Go-Jek Indonesia is only a partnership relationship, so that relating to consumer protection in Go-Jek online transportation is that the consumer's rights are not only limited to fulfilling the right to arrive at their destination safely, but must fulfill the right from the start. the vehicle used to transport it to its destination must be in accordance with its use or its use in accordance with applicable laws and regulations. Based on Article 9 of Law Number 8 of 1999 concerning Consumer Protection, that: Business actors are responsible for providing compensation for damage, pollution, and/or loss of consumers due to consuming goods and/or services produced or traded. Furthermore Article 234 paragraph (1) of Law Number 22 Year 2009 concerning Road Traffic and Transport that: Drivers, motorized vehicle owners, and/or public transport companies are responsible for losses suffered by passengers and/or owners of goods and/or third party due to negligence of the driver.

Based on the aforementioned provisions it can be concluded, that drivers and providers of online transportation companies (business operators) are responsible if passengers/service users suffer losses such as evennet/accident, crime while experiencing online

transportation. However, the legal relationship between drivers and passengers and PT Aplikasi Karya Anak Bangsa (business operators) with passengers is different. The responsibilities between the two and the consumers are also different. If the business actor is responsible for using the application used by consumers, then the driver is responsible for delivering and picking up according to location and providing security and safety when providing services directly. And if an accident occurs due to negligence of the driver, then the driver is responsible to the passenger by providing compensation equivalent to the loss incurred which results in an accident against the driver of another motorized vehicle or a single accident. Unlike PT Application Karya Anak Bangsa as the owner of the GO-JEK application, as a form of company assistance to consumers, is money compensation or replacement of goods/services of the same or equivalent value of the resulting loss or health care and/or provision of compensation in accordance with the limits maximum time is 7 days after the transaction date between the passenger and the driver. This provision is in accordance with Law Number 8 of 1999 concerning Consumer Protection Article 19 paragraph 2 and paragraph 3. The regulation also provides guarantees for security and safety to consumers in the use, use and utilization of goods and /or services that are consumed or used. To provide this guarantee, the government is burdened with the fostering and supervision functions in the consumer protection sector.

When a driver or company does not want to be held responsible for passengers/consumers who feel disadvantaged and the passenger does not get legal protection from the driver, then the first thing that must be done by the passenger is to make complaints/complaints that the passengers experience as consumers to the Non-Governmental Consumer Protection Institute (LPKSM) that is recognized by the government or by requesting legal assistance from an Advocate/Lawyer to be brought to justice/legal proceedings in accordance with applicable law.

The effort of the passenger as a consumer to obtain legal protection if the passenger experiences an event, the passenger is entitled to get compensation from the driver as a service provider in the form of losses resulting from the accident, while from PT Aplikasi Karya Anak Bangsa in the form of compensation as an online transportation company, because in terms and conditions the provisions on the GO-JEK website state that PT Aplikasi Karya Anak Bangsa provides accident accident compensation to all GO-JEK customers who use Go-Ride services. Based on the above provisions, the passenger has the right to request compensation from GO-JEK, if from GO-JEK, the party cannot meet the above terms and conditions, then GO-JEK can be categorized as default. But the real responsibility comes from the driver, because as a party who neglects directly to the passenger by not giving the right as a consumer to get security and safety while using the services of the driver. This can trigger passengers who

are dissatisfied with the rights as consumers and can be taken to the legal route because they are considered to have committed acts against the law in violation of applicable provisions, namely the Traffic and Road Transportation Law, the Consumer Protection Act, and Article 1365 Civil Code.

#### IV. CONCLUSION

Legal protection for passenger evenement of Go Ride Go-jek Purwokerto services can be reviewed in Article 9 of Law Number 8 of 1999 concerning Consumer Protection; Article 234 paragraph (1) of Law Number 22 Year 2009 concerning Road Traffic and Transportation. This means that based on 2 (two) articles, the driver and the company (business actor) are responsible for losses caused by passengers in the event of an event/accident or damage resulting from services caused by the driver. If the driver is not responsible it can be said as an unlawful act (Article 1365 of the Civil Code).

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