

Problems of Online Deposit Service Providers (JASTIP) (Jastip Onty Case Study)

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ABSTRACT

Keywords: deposit services, just business consumers, problems; actors, consumers. Significant technological developments not only have an impact on the ease of access by the public as consumers of goods/services but also open up new business opportunities for business actors such as business opportunities in the field of e-commerce, namely the Jastip business or deposit services. Business actors often experience problems in the process of implementing their business. Some of the main problems or problems that are often found by just providers as business actors include related, unilateral cancellation from consumers, unclear information on goods, delivery of prohibited goods, and consumer dissatisfaction. This research aims to be an effective solution for just business actors in improving the online buying and selling experience for consumers and business actors. The research method carried out is descriptive field research that describes the results of research with a legislative approach as library data and interviews with business actors and just consumers as supporting data. The problematic settlement experienced by just providers in the implementation of their business has been supported by various laws and regulations in Indonesia, such as the Civil Code, government regulations and the Consumer Protection Law, this aims to protect consumer rights and ensure fair and transparent transactions. Non-compliance with these rules can result in legal and administrative sanctions for business actors.



Introduction

The development of information technology and the internet has brought significant changes in various aspects of life, including in the economic field (Fatria, Njatrijani, & Aminah, 2022). One of the most striking changes is the emergence of the phenomenon of online buying and selling (Alamasyah, Askari, & Abadi, 2022). Online buying and selling allows consumers to buy a variety of products and services from around the world with just a few clicks, without having to leave their homes (Adha, 2022). Online buying and selling also offer various advantages, such as wider access to various products, more

competitive prices, and ease of comparing products from various sellers (Mahesti & Laksana, 2019). In addition, online buying and selling also allows consumers to shop anytime and anywhere, without being bound by time and place, meaning that these buying and selling actors do not need to hold a meeting somewhere at a certain time directly for transactions to occur so that the convenience offered is quite effective in its implementation (Choirunnisa, Humaeroh, & Fitriani, 2023).

Responding to this phenomenon certainly not only provides convenience and comfort for consumers but also opens up new business opportunities for business actors, one of which is the Jastip or Deposit Service (Azzahra, 2023). This online buying just business is also included in the temporary custody agreement because it is stated in article 1694 that custody occurs when a person hands over his goods to another person and the custody occurs on an agreement that has been made by the just provider with the just consumer (Choirunnisa et al., 2023). Jastip buys online is considered part of the sale and purchase agreement because, in its implementation, only business actors will purchase goods from Jastip providers through a legal relationship between buying and selling. In addition, the purchase and sale service has fulfilled the elements of buying and selling as stated in Article 1457 of the Civil Code, where the purchase and sale agreement is an agreement between the seller and the buyer about the just provider and the just consumer where the seller promises to hand over the ownership of the goods to the buyer, while the buyer promises to pay the price of the goods and in the process, an agreement occurs between the two parties. (Ginting, Sembiring, & Chairi, 2023).

Trading online just is also regulated in Law Number 19 of 2016 concerning Information and Electronic Transactions and Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions. (Aulia, 2020). With an agreement between providers and just consumers on transactions, there has been an electronic contract. (Tambunan, 2017). It is also mentioned in the Government Regulation on the Implementation of Electronic Systems and Transactions that are considered valid if there is an agreement between the parties, carried out by a capable legal subject or who is authorized to represent by laws and regulations, the object of the transaction must not be contrary to laws and regulations, decency and public order. (Achmad et al., 2020).

This type of business actor usually uses social media platforms for the online buying and selling process such as Facebook, Instagram, and WhatsApp, generally, this business is in the form of a service or offering services to buy goods desired by consumers, but it is not uncommon for this just to only offer goods deposit services for delivery as is rampant in Papua (Febriyantoro & Arisandi, 2018). Because the location of consumers and the location of the goods they want to buy is too far away, for example, people in the Papua area who want to buy goods whose goods are located in Jakarta to facilitate the buying and selling process, consumers from Papua will use just or this consignment service for the process of shipping their goods so that they can get to their area in Papua at a fairly economical shipping price because just provides freight forwarding expeditions via ships and also fairly Fast in the delivery process because the jastip provider also

provides expeditions via plane which initially normal delivery from Jakarta to Southwest Papua, especially Teminabuan sub-district, takes 5 days to 1 week, but because using this aircraft just, the package only takes 1-2 days for delivery (Lesmana, 2023).

With the convenience offered, many people in the eastern region of Indonesia, namely Papua, precisely in the Teminabuan sub-district, prefer to use just as an intermediary medium in the online buying and selling process. However, despite offering many advantages and conveniences, this just also has several problems in the process that need to be considered. Some of the main problems or problems that are often found by just providers in their business management include related, unilateral cancellation from consumers, unclear information on goods, delivery of prohibited goods, consumer dissatisfaction, and several other things that will be discussed more deeply in this study. Understanding the background of these online buying and selling problems, it is hoped that effective solutions can be found to improve the online buying and selling experience for consumers and business actors.

Research Methods

This research is field research. Where this study seeks information through direct data sources on one of Jastip Onty's business actors with @Galeri Onty's Facebook account in Teminabuan District, South Sorong Regency, Southwest Papua Province. The approach in this study uses a qualitative approach by directly examining the process of buying and selling services carried out by business actors. This research method is descriptive, where the purpose is to describe the results of the research. The legislative approach is used to find the truth that can be accounted for. The data used in this study is literature data or document studies to collect secondary data relevant to the problem being researched. In addition, this research also involves interviews with informants, namely Japanese business actors and Japanese consumers, as additional supporting data.

Results and Discussion

Service Practice at Jastip Online Only

The service practices at each just are different, of course, depending on the provider of the service that is to be provided. At Jastip Onty, the service practices provided are as follows:

1. Goods Purchase Deposit Service

The use of just with this service offers services in the form of handing over power of attorney from just consumers to just providers to buy certain goods in an area or location where the goods are traded. The following are the stages in the service practice:

- a. Onty's online just provider who is also the admin of one's just social media accounts, which is dominant on the Facebook platform with the account name @Galeri only, offers its services on social media by uploading several examples of goods that can be ordered for the use of this buying service. The Jastip provider did not forget to include

- complete information about the goods and a contact number that can be contacted by prospective Jastip consumers to continue the service ordering process.
- b. Jastip consumers who are interested in offering this product purchase service will contact or contact the number listed. The number listed is the WhatsApp number of the just provider. However, it is not uncommon for jastip consumers to contact jastip providers through the messaging feature on the Facebook platform.
 - c. After the consumer contacts the number of the jastip provider, the process of sharing information related to the services offered and the goods that the jastip provider wants to buy as well as complete personal data information from the jastip consumer occurs. To ensure safety in the process of purchasing goods until the delivery of goods to just consumers.
 - d. In the process of purchasing the goods after the goods obtained are by the wishes of the just consumer and an agreement occurs between the two regarding the price of the goods and services offered, the just provider will provide two options to the just consumer regarding the payment of the goods to be purchased. The options are, First, whether the goods purchased will be paid at the beginning before the goods reach the jastip consumer and the second whether the goods will be paid at the end, namely when the goods are already safely to the jastip consumer.
 - e. The occurrence of a payment agreement between just providers and just consumers\
 - f. Jastip providers buy goods that are cooled by Jastip consumers
 - g. Jastip providers pack goods
 - h. The jastip provider will send the goods to the consumer's address

2. Goods Deposit Service

The use of just with this service offers services in the form of handing over power of attorney from just consumers to just providers for goods that have been ordered in an area by using online shop platforms where just providers are intermediaries in the process of delivering the goods to the location of just consumers. In this case, the just provider is the shipper of goods from the location of the purchase to the just consumer. The following are the stages in the service practice:

- a. Onty's online just provider, who is also the admin of just one's social media accounts, is dominant on the Facebook platform with the account name @Galeri only, offering its services on social media by uploading a mini poster where information related to storage services reaches just consumers. The information listed is in the form of several admin locations. Jastip only provides several addresses so that Jastip consumers can send their goods to that address, then the Jastip admin will send an address to the location of Jastip consumers where the location of just consumers is in Teminabuan District, South Sorong-Regency. Southwest Papua. The available addresses are:
 - 1) Jakarta – Teminabuan
 - 2) Surabaya – Teminabuan
 - 3) Makassar - Teminabuan

The Jastip provider does not forget to include complete information related to these addresses, complete with a list of service prices and contact numbers that can be contacted by prospective Jastip consumers to continue the service ordering process.

- b. Jastip consumers who are interested in this deposit service offer will then send their goods to the address that has been provided by the Jastip provider. Then contact the jastip provider for the goods that have been sent, then the jastip provider will ask for the jastip consumer's WhatsApp number and then it will be added to the WhatsApp group where the group functions as a medium for delivering information related to jastip onty, as well as complete information from jastip consumers.
- c. Goods that use this service that have been sent to the addresses provided will be recapped in a few days, usually the recording for just by plane is recapped in two days when the goods have arrived at the last location of Jastip, namely Teminabua. For goods using the ship, it will be recapped twice, namely the recording by the just admin in the first location, namely Jakarta, Surabaya and Makassar. The second item data capture is at the last location of Jastip, which is in Teminabuan. The information on the recording of this item will be sent to the WhatsApp group that has been created by the Jastip provider.
- d. Goods that have arrived at the last location of Jastip (Teminabuan) will then be sent to the consumer's address if the Jastip consumer chooses to have the goods delivered. If not, only consumers will pick up their goods at the Japanese location in Teminabuan.

The service process at Jastip is fairly easy because the information listed is quite complete and the process of shipping goods and purchasing goods that occur is quite transparent between Jastip providers and Jastip consumers. This was also expressed by one of the jastip onty consumers "I like to use this jastip, because the jastip admin is very fast response and also we know the complete information of our goods, where our goods are, when they arrive in Temi, how much will be paid for the arrival of goods in Temi".

Then regarding the payment of services in this just, two payment methods are applied, namely:

1. Direct payment of services

Service payment with the COD (Cash On Delivery) system is a payment with this system where jastip consumers pay for the services they use to the jastip provider when the goods are delivered to the consumer's location or it can also be when the jastip consumer picks up his goods at the jastip provider's location because he chooses to pick up his goods without needing to be delivered by the jastip provider.

2. Indirect payment of services

Payment with this method is made by just consumers through a transfer to the bank account of the just provider. Payment with this method is usually made if you choose a consignment service for the purchase of goods.

Problematika dan Upaya Penyelesaiannya Pada Jastip Online Onty

The Jastip practice carried out by the Jastip Onty provider has existed since 2020 until now, which has been 4 years since its implementation. In the implementation of jastip, of course, it cannot be separated from the problems that are often found by jastip

providers, both from jastip consumer complaints to jastip providers, as well as in the process of shipping/purchasing goods carried out by jastip providers. The problems and efforts to solve them are described as follows:

1. Unilateral cancellation from consumers

"Usually I also have a just problem, it's a just consumer who uses a service to buy goods, once we have bought the goods and have agreed to pay using the COD method, namely payment is made after the goods arrive at the consumer, the goods that have arrived at my location are leftovers I want to deliver to the consumer's address, we contact the consumer for information on the goods that the goods have arrived at my place, the rest is delivered, But this consumer did not respond, we did not pick up the phones, we went to the address where the goods were ordered, but the person was not at home. Finally, we just kept the goods in the same place, we waited for one month, and there was no consumer information because these goods were also bought with my money, so I resold the goods to other people because indirectly the consumer had unilaterally cancelled. And anticipate that if the person comes and complains to me, we just make an agreement to reorder but have to pay the cost of the goods first. Or not at all because I bought the goods and the consumer has never paid a single penny to me. But until now, the consumer has never come to me to ask for the goods, and I have also sold the goods again to other people, rather than me losing money."

In this problem, the just provider loses contact with the consumer for one month since the consumer goods have arrived at the last location of the jastip so the jastip provider suffers losses because they do not get payment for the goods that have been ordered by consumers who use the service of buying goods. So the efforts made by the just provider to cover the losses they experienced are by reselling the goods to other people. In the effort of the jastip provider, it is not illegal because the goods have not been handed over money from the consumer which is the cause of halalness mentioned in article 1320 of the Civil Code to the jastip provider at the agreed price, and this proves that there will be a defect in the agreement between the two parties, referring to the rule. So that the full ownership of the goods in this matter lies with the just provider as the buyer of the goods.

2. Delivery of prohibited goods

"Once our admin was also in the just of goods via plane, there was one consumer who sent his goods without paying attention to the terms of the goods that we could receive, this consumer immediately sent the goods to the address of the plane just that we provided, it turned out that the goods were prohibited goods in the airline we used, the prohibited goods were liquor with an alcohol content above 70 per cent. Our admin was indeed suspicious at the beginning when the item arrived at the Jastip address, the item did not include the owner's name where our provision after the name Jastip must include the owner's name, for example, just only post (Consumer name), but the item only listed the just name and just address and did not give an explanation regarding the goods, finally, our admin opened partially, Which before opening we informed our consumers in the Jastip group, but no one responded either publicly in the WhatsApp group or personal

chat, our admin opened and found the prohibited item, which finally with a heavy heart we did not include the goods in the delivery. Our efforts in this matter, we keep the goods until the owner confirms to us, about two weeks later, the owner of the goods contacted us, and we apologize for not being able to help in the delivery because the goods are a type of prohibited goods in our just terms and the rules of the airline we use, so the owner picks up the goods at our just location through other delivery services"

In this matter, it is more of consumer negligence where the consumer does not include the name according to the format that has been made by the just provider so that the information on the goods is not properly organized, both from the just and the consumer, the just provider, in this case, has provided clear information on the services offered in its just business to guarantee the rights of consumer protection in Law number 8 of 1999 concerning consumer protection, Where in this article consumers have the right to consume goods and services offered in a business. Consumers must be observant of their rights as consumers and must pay attention to the provisions that have been set by the jastip provider, if these provisions are not complied with by consumers, consumers must be able to accept the consequences of their non-compliance so that indirectly consumers have violated article 5 of the Consumer Protection Law which states consumer obligations to business actors, one of which is to be in good faith in the process of purchasing goods or services, with consumers not complying with the provisions imposed so that they can cause losses to business actors, then business actors in this case Jastip has the right to cancel the process of providing the services provided.

3. Delays in the delivery process

"The problem that we often experience is related to the process of shipping goods by ship just, we often encounter this problem only during the Eid season, for other days this problem is very rare, due to the overcapacity of the delivery of goods from the first expedition, for example, our consumers order goods on the Shoppe application, on Eid usually delivery explodes such as from the JNT expedition, JNE, and others, which resulted in the goods arriving late at our Jastip location, so that the goods could not follow the delivery in the last batch three days before Eid and the holiday schedule of the ship's departure, and as a result, we sent the goods after Eid after the next ship schedule. We have also informed consumers that this can be done well before Eid, due to the shipping phenomenon, namely the overload of shipping goods from the expedition. To anticipate this, we always provide a schedule related to the delivery group by ship, so that consumers can estimate the suitability of the goods to arrive at the jastip address, for this problem we often return to the consumer whether the goods want to be moved to another jastip agent, or remain at our jastip but with a delay in the arrival of the goods, because honestly this is not our will, But this depends on the shipment from the first expedition."

We cannot deny that people's consumptive power increases on holidays because this seems to have become a tradition every year, so that overload from shipping goods will always occur. Information Disclosure from Jastip and consumer foresight on the estimate of goods will support the reduction of problems that arise in the holiday phenomenon. The disclosure of information in buying and selling will be a supporter of

the sustainability of a business in the long term because this trust will form a perception of loyalty from consumers. This information disclosure is also regulated by various laws and regulations in Indonesia including articles 1320 and 1388 of the Civil Code, the Consumer Protection Law, and Government Regulation No. 80 of 2019 concerning e-commerce trade, these rules aim to protect consumer rights and ensure fair and transparent transactions. Business actors are obliged to provide true, clear, and honest information regarding the condition and guarantee of goods and/or services, both in conventional trade and through electronic systems. Non-compliance with these rules can result in legal and administrative sanctions for business actors.

Conclusion

The problem regarding this consignment service business discusses several problems faced by service providers (personal shoppers), including unauthorized cancellations by customers, delivery of prohibited goods, and delays in the delivery process. Unauthorized cancellations by customers sometimes disappear after the goods are delivered to the just, causing financial losses for the service provider. Jastip has the right to resell the item in this case because the transaction is not completed due to customer actions.

The next problem is related to the delivery of prohibited goods where customers sometimes do not provide correct information about the goods they ordered, thus causing problems in the delivery of prohibited goods. Jastip has provided clear information about its services to protect consumer rights, and customers are responsible for following the mentioned guidelines.

The latest problem in this study is related to the delay in the delivery process caused by the increase in consumer demand during the Eid season, which can result in delays in the delivery process. Transparency from Jastip and diligence from customers can help reduce this problem. Various laws and regulations in Indonesia, such as the Civil Code and the Consumer Protection Law, aim to protect consumer rights and ensure fair and transparent transactions. Non-compliance with these rules can result in legal and administrative sanctions for business actors. The problems experienced by the only just provider until now have all been solved familiarly, there have been no problems in this just business that have reached the legal path in court. The openness and completeness of information related to the process of buying and selling this service are some of the supports for the increase in the public trust to continue using Jastip only until now.

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