

## INTISARI

### **PELAKSANAAN PERJANJIAN JASA TITIP BELI ANTARA PENYEDIA JASA TITIP BELI DENGAN PENITIP BELI DI MEDIA SOSIAL INSTAGRAM**

**Oleh: Mangunsong Katherine<sup>1</sup> dan Taufiq El Rahman<sup>2</sup>**

Penelitian dalam penulisan hukum ini secara obyektif bertujuan untuk mengetahui dan mengkaji kepastian hukum dalam pelaksanaan perjanjian jasa titip beli antara penyedia jasa titip beli dengan penitip beli di media sosial Instagram dan perlindungan hukum terhadap penitip beli apabila terjadi wanprestasi oleh penyedia jasa titip beli dalam perjanjian jasa titip beli di media sosial Instagram.

Penelitian dalam penulisan hukum ini merupakan penelitian hukum normatif empiris. Penelitian ini bersifat deskriptif. Data primer didapatkan dari wawancara dengan responden dan data sekunder didapatkan dari studi kepustakaan. Data yang diperoleh kemudian dianalisa dengan menggunakan metode kualitatif.

Penelitian dan pembahasan dalam penulisan hukum ini menghasilkan dua kesimpulan. Pertama, kepastian hukum dalam pelaksanaan perjanjian jasa titip beli di media sosial Instagram dapat dilihat dari 2 (dua) faktor, yaitu ada atau tidaknya perjanjian dan terpenuhinya syarat sah perjanjian. Kedua, perlindungan hukum terhadap penitip beli apabila terjadi wanprestasi oleh penyedia jasa titip beli dalam perjanjian jasa titip beli di media sosial Instagram dapat dilakukan oleh penitip beli dalam bentuk pengajuan teguran, permintaan ganti kerugian, pengajuan gugatan perdata ke pengadilan, pengajuan gugatan ke Badan Penyelesaian Sengketa Konsumen, dan arbitrase atau bentuk alternatif penyelesaian sengketa lainnya sebagaimana diatur dalam Undang-Undang Nomor 30 Tahun 1999.

**Kata kunci : Perjanjian Jasa Titip Beli, Penyedia Jasa Titip Beli, Penitip Beli, Kepastian Hukum, Wanprestasi, Perlindungan Hukum**

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## **ABSTRACT**

### **THE EXECUTION OF THE PURCHASE SERVICE AGREEMENT BETWEEN THE ENTRUSTED PURCHASE SERVICE PROVIDER AND THE PURCHASE SERVICE USER ON INSTAGRAM SOCIAL MEDIA**

**By: Mangunsong Katherine<sup>3</sup> and Taufiq El Rahman<sup>4</sup>**

This legal research objectively aimed for knowing and studying the legal security in the execution of the purchase service agreement between the entrusted purchase service provider and the purchase service user on Instagram social media, and the legal protection for the purchase service user when a breach of contract occurs because of the entrusted purchase service provider in terms of purchase service agreements on Instagram social media.

The method of approach used in this legal research is a normative-empirical approaching method. This research are descriptive in nature. Primary datas are gathered by doing interviews and the secondary datas are obtained by literature study. Every data in this research is analyzed with qualitative method.

The research and study in this legal research produce 2 (two) conclusions. First, the legal security in the execution of the purchase service agreement on Instagram social media can be seen from 2 (two) factors, which are whether or not there is an agreement and whether or not the basic elements required for an agreement to be legally enforceable have been fulfilled. Second, the legal protection for the purchase service user when a breach of contract occurs because of the entrusted purchase service provider in terms of purchase service agreements on Instagram social media can be done by submitting or giving a reprimand, requesting a compensation, filing a civil lawsuit to the court, filing a lawsuit to Consumer Dispute Resolution Centre, and arbitration or any other alternative dispute resolutions as as regulated in the Act Number 30 of 1999.

**Keywords : Purchase Service Agreement, Entrusted Purchase Service Provider, Purchase Service User, Legal Security, Breach of Contract, Legal Protection**

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