

## **A LIABILITY FOR DAMAGE TO GOODS ON EXPEDITION SERVICE ONE NIGHT AT THE COMPANY QUICK DEPOSIT**

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### ABSTRACT

TIKI freight forwarding company is one of the giant freight forwarding companies in an Indonesia. Liability and compensation at TIKI are issues, so it is an important to compile brief research that can explain Liability for Damage to Goods in Expedition Services One Night Service at the Kilat Courier Company (TIKI). Research used to answer these problems, the researchers used empirical juridical law research methods by researching Liability for Damage to Goods on Expedition Services One Night Service at the Kilat Courier Company (TIKI) using the library research method, and file research to HRD, Customer service, and Employee of the Quick Deposit Company (TIKI) Brigadier General Katamso. In this writing, it can be concluded that the form of accountability provided by TIKI if the goods received by consumers are damaged or lost is to return funds in the amount of 10 (ten) times the cost of services used or a maximum of Rp. 1,000,000.00 (one million rupiahs) ) if the sender does not insure the goods sent. It is different if the sender ensures the goods sent, then the damage to the goods caused by TIKI will be reimbursed according to the price of the goods.

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### **1. INTRODUCTION.**

In general, the definition of freight forwarding is a series of activities to scan goods or passengers from a place of loading to another place where the destination is the drop or unloading of the goods being sent. The transportation agreement is related to two parties, namely the carrier and the shipper and the goods or passengers. If there is an agreement between the two parties, then at that time there is a transportation process. The implementation of freight forwarding agreements in customary law is based on service delivery documents, the contents of which explain the destination or delivery address, the name of the sender, the name of the carrier, the type of goods, and the shipping costs.

Based on customary law where the parties carry out their obligations, so that if a dispute occurs in the future, what can be submitted as evidence in these documents, while the relationship between the shipper and the freight forwarder in this case is bound by an agreement. The agreement for the transportation of goods must indeed be carried out in good faith for the parties. As regulated in Book III Article 1313 and Article 1320 of the Civil Code (KUHPerdata).

An agreement according to Article 1313 of the Civil Code is "An agreement is an act by which one or more people bind themselves to one or more other people". The conditions for the validity of an agreement according to Article 1320 of the Civil Code are:

1. Agreement of those who bind themselves
2. Capacity to make an agreement
3. A certain thing
4. A lawful cause

From the provisions regarding agreements according to Article 1313 of the Civil Code and the conditions for the validity of an agreement in Article 1320 of the Civil Code above, it can be understood that an agreement is a legal act that creates a bond between one party and another. It can be explained that the agreement carried out in the delivery of goods occurs between service users or consumers and expedition delivery service companies.

The activity of shipping goods in Indonesia is a routine carried out by the community, especially for an entrepreneur. Shipping goods that have undergone a conventional process is the best business field for a business actor to get abundant income.

Customer loyalty is influenced by many factors, including service quality, price, and brand image. However, customer loyalty can be realized if a customer is satisfied with what the company provides. To achieve customer satisfaction, a company must be able to provide maximum service quality, affordable prices, and a good brand image in the eyes of customers. Business in the service sector is a business that is considered to never experience bankruptcy because basically, humans are social creatures who continue to need the help of others to solve various things.

If due to negligence the party who is obliged to perform the performance has made a default, this has legal consequences. One form of default in the field of package delivery is such as lost or damaged. In addition to the default, risk issues often also occur in an agreement. This risk issue often stems from the occurrence of an event beyond the fault of one of the parties to the agreement. Every default and risk will certainly cause losses so the injured party will certainly make a claim.

Regarding goods delivery services where in Indonesia there are so many companies that provide one-night service expedition services such as Asperindo, DHL, Pos Indonesia, Fedex, Cahaya Nusantara Express, Cito Express, JNE, J&T, Express Titipan, and so on. Communities or companies that use the services of the delivery of goods should provide a service that is accompanied by the protection of goods or consumers where if things happen that are not in want have good legal protection.

Given that the goods delivery company is engaged in services, an important factor that should be considered is the trust of service users, who use the company's services because they believe that the goods or shipments they send through the company's services will arrive safely at their destination. In carrying out its obligation to deliver goods, goods delivery companies such as the Express Titipan Goods Delivery Expedition Service (TIKI) Jln. Brigjen Katamso that through its ranks tries to provide the best service to its service users.

However, in reality, there is still the implementation of the company that is not as promised. This makes users of these goods delivery services feel disadvantaged. The form of service that is harmed is goods that are late in arriving at their destination, and goods that are sent are damaged or lost. As a result of these actions, either intentionally or unintentionally, the use of transportation services sometimes causes disappointment to consumers or users of goods delivery services, this results in consumers or users of goods delivery services demanding accountability from the goods delivery company.

However, sometimes the freight forwarding company does not want to be responsible for certain reasons, quoting from Merdeka daily states that a consumer lost goods but there was no response and responsibility from the freight forwarding service provider. As an example of the cases we have seen lately, there are many packages of goods sent using expedition services such as the recent viral 1 consumer who ordered goods from the Shoopie company where the goods did not match the order, 2 consumers who received goods in the form of laptops sent via J & T delivery services that were damaged, as well as 1 case from JNT who received a damaged delivery package box. The damage in the one-night delivery service so that consumers hold accountable for the damage to the goods against the courier from the expedition service.

## **2. LITERATURE REVIEW**

### **2.1. Goods Damage**

If there is a dispute in the implementation of the transportation agreement, then there is a principle of legal responsibility to the parties who commit violations. Among legal experts, responsibility is often termed responsibility (*verantwoordelijkheid*) or sometimes called liability. Responsibility in the sense of responsibility is a moral attitude to carry out its obligations, while responsibility in the sense of liability is a legal attitude to be held accountable for violations of one's obligations or violations of the rights of other parties. Responsibility according to the legal sense is the obligation to bear responsibility and losses suffered when prosecuted both in law and in administration.

In the case of the transportation of goods carried out by freight forwarding service companies where the company is based on transportation law, it recognizes 3 (three) principles of accountability, including:

- a. Liability due to mistakes
- b. Responsibility due to presumption, as well
- c. Absolute responsibility

Liability for damage to goods in the delivery of goods as regulated in Article 91 of the Commercial Code (KUHD) which explains:

"The carriers shall be liable for all damage caused to the merchandise or goods that have been accepted for transportation, unless it is caused by defects in the goods themselves, or by circumstances beyond their control or by the fault or negligence of the sender or forwarder."

This means that theoretically liability based on the type of relationship or legal event can be differentiated into liability on the basis of errors that may result from defaults, unlawful acts, inadvertent actions, and liability on the basis of risk, namely liability that must be borne as a risk that must be taken by an entrepreneur for his business activities.

Liability in civil wrongdoing usually requires an element of guilt or intent on the part of the party who committed the offence, although the level of intent required is usually less. So, negligent acts that harm other people cause civil wrongdoing because of negligence without causing criminal liability or civil liability. Thus, efforts to provide adequate protection for the interests of consumers are an important and urgent matter for immediate solutions to be found, especially in Indonesia, given the complexity of problems relating to consumer protection, especially in the face of the coming era of free trade.

According to the Legal Dictionary, default means negligence, negligence, default, not fulfilling its obligations in the agreement. Thus, default is a condition in which a debtor or provider of these services does not fulfill or carry out the achievements as stipulated in an agreement, as well as the implementation of obligations that are not timely or carried out improperly.

### **1. One Night Service Expedited Service**

The expedition business is a business engaged in the delivery of goods and logistics. In the expedition business, companies need transportation services. In shipping companies, transportation services are not always owned by themselves. Usually the company cooperates with several transportation service providers such as airlines and PJKA.

Expedition according to the Big Indonesian Dictionary is the delivery of letters, goods, and so on carried out by a company that provides services for the delivery or transportation of goods. An expedition can also be interpreted as a journey in which the delivery of goods takes such a long distance and requires a long travel time.

As a business engaged in the service sector, the shipping business has several benefits. These benefits include the following:

- a. Speed up the process of shipping goods
- b. Minimize shipping costs, as well
- c. Absorb labor.

One Night Service or (Over Night Service) which means a day package delivery service. It can be concluded that the one-night service means a delivery made by an expeditionary service provider where on the way the goods sent reach their destination in a short time (one day) to the place to be dismissed.

### **2.2. TIKI Company (Titipan Flash)**

PT. Citra Van Titipan Kilat (TIKI) is a company engaged in the delivery of goods. This company was founded by the late. Mr. Soeprapto Soeparno and Mrs. Nuraini Soeprapto on 1 September 1970 who also acted as the company's shareholders. In 1972, this company carried out a management restructuring in collaboration with Alm. Irawan Saputra, Gideon Wiraseputra and Raphael Rusmadi who later also became shareholders. With the new Management and Capital changes, as well as good economic growth and improvement in Indonesia, it has brought the TIKI business to grow rapidly and gradually started to expand its business by establishing main branches in every provincial capital in Indonesia. Within a year and a half,

Since its inception, TIKI has had a vision and mission as a trustworthy and professional service company in serving customer needs. As a business pioneer and a pioneer who is very experienced in his field, TIKI always tries to understand and serve wholeheartedly by realizing customer expectations for security, facilities, effectiveness, efficiency and responsibility in handling every shipment of goods.

Currently TIKI can be found in more than 240 service centers that are able to reach destinations in almost all regions of Indonesia and foreign destinations. Until now, TIKI has several subsidiaries as part of the TIKI group, including;

- a. TKS (Titipan Kilat Soeprapto) is engaged in cargo
- b. TIKITA (TIKI Wisata) is engaged in travel and tours
- c. TIKINDO (TIKI Logistik) is engaged in logistics services.

Services provided by PT. Citra Van Titipan Kilat (TIKI), the company provides services in the form of Sameday Service, namely goods delivery services that arrive on the same day, Over Night Service, namely goods delivery services that arrive the next day, Holiday Delivery Service, namely goods delivery

services that will be delivered on the same day. holiday/red date, Two Days Service, which is a goods delivery service that arrives on two days, Regular, which is a goods delivery service to all regions in Indonesia in a short time, and International, which is a goods delivery service throughout the country.

### **3. RESULTS AND DISCUSSION**

#### **3.1. General Overview of Freight Forwarding Services in Indonesia**

In human life carry out various economic activities in meeting the needs of his life. In this life, human needs are divided into material and non-material needs. In meeting human needs requires goods and services. Humans need economics to meet their needs. "Economics is the study of how individuals and societies allocate scarce resources (scarce resources) provided by nature and by previous generations.

#### **3.2. The Beginning of the Establishment of the Expedition Business**

There are many things that can be the background for the establishment of a shipping business. Geographical location and human needs factors are supporting the establishment of a shipping business. Human needs and geographical location is a profitable opportunity for humans as a new breakthrough to create jobs. The factor of distance and space that separates humans from one another becomes a business opportunity for companies to establish a business in the field of shipping and logistics. This is because humans need a means of transportation in carrying out the delivery of goods.

Humans are not always able to solve the problems of expeditions alone. Considerations of cost, time and effort are human considerations in solving the problem of shipping goods on their own. This becomes an opportunity for entrepreneurs in developing the expedition business. The expedition business is a business engaged in the delivery of goods and logistics. In the expedition business, companies need transportation services. In shipping companies, transportation services are not always owned by themselves. Usually the company cooperates with several transportation service providers such as airlines and PJKA.

#### **3.3. Expedition Business Benefits**

As a business engaged in the service sector, the shipping business has several benefits. These benefits include the following:

- a. The freight forwarding business speeds up the process of shipping goods. The expedition business cooperates with many parties engaged in the transportation sector. This is a convenience for people who use expedition services in terms of sending goods.
- b. The freight forwarding business minimizes shipping costs. Compared to private shipping, the use of courier services is seen as cheaper. This is because the expedition business cooperates with transportation service providers so that senders do not need to finance one by one means of transportation because the administrative process is easier.
- c. The shipping business absorbs labor. The freight forwarding business requires several human resources to work on administration, bookkeeping, shipping and security of goods at various shipping posts.

#### **3.4. Expedition Business Management**

The expedition business is managed to provide services in sending consumer goods to specific destinations. The freight forwarding company has the task of providing the best possible transportation service so that the goods sent arrive safely to the delivery destination. There are four steps in operating a freight forwarding business, namely:

In shipping business activities, transactions between service users and service providers involve several issues. The issue of shipping costs, responsibility for damage to goods, and compensation given for lost or damaged goods during delivery.

Funding for the delivery of goods also varies. Shipping costs are usually seen from the type of goods, weight of goods and also the period of delivery of goods. Expedition cost considerations are measured by calculating the delivery destination, delivery time, and the weight of the goods sent, as explained by Adriani Fahmi Lubis in his book, that:

Competition between business actors can be based on the quality of goods, services or services and/or price. However, price competition is one of the easiest to spot. Competition in price will cause prices to be at the lowest possible level, thereby forcing companies to utilize existing resources as efficiently as possible. Conversely, with a price fixing agreement, the business actors involved in the price

fixing agreement may be able to dictate or impose the desired price unilaterally on consumers, where normally the price dictated to consumers is a price that is above the reasonable price.

From the quotation above, it can be concluded that the amount of price set by the delivery party of goods and services depends on the facilities and infrastructure used and also the quality of service in these service activities. Operational costs in shipping companies vary. These costs include packaging costs, transportation costs, and employee costs within the company.

#### 4. CONCLUSION

Implementation of the Transportation Agreement on Expedition Services for Shipping Goods in Indonesia, where the implementation of the agreement is between one party as a consumer and the second party as an expedition service provider based on Article 1320 of the Civil Code (KUHPerdara), and Article 521 KUHD, as well as based on Standard Operational Procedures (SOP) from PT. Flash Entrustment (TIKI). Where in a transportation agreement there will be a transportation agreement which is preceded by a series of acts of offer and acceptance carried out by the carrier and sender/passenger mutually. Factors causing damage to goods in the one-night expedition delivery service are due to obstacles that cause damage to goods in the delivery of goods including negligence in loading and unloading of goods, damage caused by natural disasters, consumer error. From the above factors that cause damage to consumer goods, it causes a loss for consumers so that consumers are entitled to compensation from a one-night service expedition service company which, like consumers, has protection so that consumers are always on the disadvantaged side. Liability for Damage to Goods in One Night Service at the Quick Deposit Company (TIKI) Brigadier General Katamso, Those who will compensate for these losses are the TIKI employees themselves, such as paying compensation to customers, both individually and jointly. Liability by the expedition service in the form of a refund of 10 (ten) times the cost of the services used or a maximum of Rp. 1,000,000.00 (one million rupiah) if the sender does not insure the goods sent, and Insurance costs are charged for goods with a value of less than Rp. 1,000,000 (one million rupiah) is Rp. 2,500 (two thousand five hundred rupiah). Whereas for goods with a value of more than IDR 1,000,000 (one million rupiah) an insurance fee of 0.25% of the value of the goods will be charged. Liability by the expedition service in the form of a refund of 10 (ten) times the cost of the services used or a maximum of Rp. 1,000,000.00 (one million rupiah) if the sender does not insure the goods sent, and Insurance costs are charged for goods with a value of less than Rp. 1,000,000 (one million rupiah) is Rp. 2,500 (two thousand five hundred rupiah). Whereas for goods with a value of more than IDR 1,000,000 (one million rupiah) an insurance fee of 0.25% of the value of the goods will be charged. Liability by the expedition service in the form of a refund of 10 (ten) times the cost of services used or a maximum of Rp. 1,000,000.00 (one million rupiah) if the sender does not insure the goods sent, and insurance fees charged for goods with a value of less than Rp. 1,000,000 (one million rupiah) is Rp. 2,500 (two thousand five hundred rupiah). Whereas for goods with a value of more than IDR 1,000,000 (one million rupiah) an insurance fee of 0.25% of the value of the goods will be charged.

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