

Juridical Review of the Importance of a Franchise Registration Certificate (STPW) in Franchise Businesses in Indonesia

Vivi Sylvia Purborini¹

¹Universitas Wisnuwardhana, Indonesia

Suryaningsih²

²Universitas Wisnuwardhana, Indonesia

Corresponding Author: velioraps1@gmail.com

Abstract

A franchise must meet the criteria, have business characteristics, be proven to provide profits, have standards for services and goods and/or services offered which are made in writing, easy to teach and apply. Legal awareness is the source of all law. With In other words, legal awareness exists in every human being because every human being has interests, so if the law It is understood and implemented well their interests will be protected and if friction occurs interests, the law is present as an alternative solution. Thus, legal awareness is not only a must have only by certain groups such as law graduates, lawyers, police, prosecutors and judges, but basically it must be owned by every human being without exception so that their interests can be achieved protected. In this research, normative research methods were used. Normative juridical research is a type of library legal research, Legal consequences for franchises that do not have a franchise registration certificate (STPW). does not meet the objective requirements as intended in Article 1320 paragraphs (3) and (4) such as violating the law, public order and morality.

Keywords: Juridical Review of the Importance of a Franchise Registration Certificate in Franchise Businesses in Indonesia

INTRODUCTION

A franchise must meet the criteria, have business characteristics, be proven to provide profits, have standards for services and goods and/or services offered which are made in writing, easy to teach and apply. Pasal 3 Peraturan Pemerintah Republik Nomor 42 Tahun 2007 concerning

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Franchising explains the things that franchises must fulfill. In the global era, business people are always looking for new approaches to develop their business. One of the innovations in the business world is the use of a franchise system or what is often called a franchise for business growth in Indonesia which is termed a franchise (Zis, 2021). Basically, a franchise is an agreement that determines how goods and services will be provided to customers, by giving permission to the franchisee to market goods or services in a certain location on behalf of the franchise owner for a predetermined period of time. And business activities must comply with the regulations and standards set by the franchisor. In addition, the franchisee pays back to the franchisor the entire amount in the form of initial fees and royalties in return for the assistance received. (Suhairi, 2023). The business world is always moving dynamically and business people are always looking for new breakthroughs in developing their business. This is increasingly felt where the expansion of the business world has penetrated the boundaries of space, time and territory of a country. One of the breakthroughs made by business people is business development through a franchise system, which in Indonesia is known as franchising. For some business people who want to develop their business, this system is considered effective and appropriate in developing a business because it does not require direct investment but involves the cooperation of other parties. With technological capabilities and specific, more advanced or innovative knowledge or discoveries, business people can offer the advantages of their business capabilities to other parties to run their business. It turns out that granting permission to use technology and/or knowledge alone in many cases is still felt to be insufficient by business people, especially those who are internationally oriented. Business people feel the need for a form of "total uniformity", so that the consumer community can get to know the products they produce or sell widely, so that the business development goals they want to achieve can be realized. Until then there were forms of licensing as we know it today, which are comprehensive. The development of the business world apparently does not stop there, business people are not only talking about uniformity in the form of licensed Intellectual Property Rights, but also obligations to comply with and carry out any and every order issued, including the operational implementation system for the activities granted the license. For this reason, franchises have begun to be developed as an alternative for business development, especially those carried out internationally. As with licensing, this franchise actually relies on the ability of business partners to develop and carry out franchise business activities through procedures, processes and rules that have been determined by the franchisor. Franchising or franchising is also closely related to the law of agreements or contracts. This has



been regulated in the Civil Code and also in the Commercial Code regarding trade secrets in the franchise system. A franchise or franchise is a business that is based on an agreement between two parties, namely the Franchisor (owner of the rights) and the Franchisee (who is given the rights) to run the Franchisor's business according to a system determined by the Franchisor. In other words, a franchise is a business arrangement where a company (Franchisor) gives the right to an independent party (Franchisee) to sell the business's products or services with the regulations set by the Franchisor. Franchisors and franchisees certainly hope that through this partnership they will gain greater profits and minimize the risk of failure.

The increasingly rapid development of franchise businesses today cannot be separated from the influence of global trade in the world, but this development is not in line with people's understanding of franchising itself. Many people do not understand the difference between a franchise business, a license and a business opportunity. They think that franchising is a franchise business system, which is actually not the case. Only ownership of an STPW (Franchise Registration Certificate) differentiates between franchise business systems and others. This research aims to determine the important role of STPW in running a franchisee business in a franchise agreement, to find out the government's role in socializing franchise regulations related to STPW and to find out what sanctions are given to business actors who do not have STPW.

1. Legal Awareness

Awareness is defined as a feeling about one's own behavior, while law means official regulations considered binding and confirmed by the authorities, government and ruler. Legal awareness can be interpreted as a belief there will be peace of life in society, which is the basis decision making and can be said to be the place to stand network of laws in the human mind.

2. Franchisor

The franchisor is a business entity or individual which gives rights to other parties to utilize and/or use intellectual property rights or inventions, or characteristics typical of his business.

3. Franchise

A franchise is an agreement between the franchisor with the Franchisee, where the Franchisee is given rights to run a business by exploiting and/or using intellectual property rights



or inventions or business characteristics owned by the Franchisor with a reward based on the conditions set by the Franchisor in an amount obligation to provide operational consulting support continuity by the Franchisor to the Franchisee.

4. Franchise Registration Certificate (STPW)

The Franchise Registration Certificate (STPW) is proof registration of the agreement given to the franchisee. These regulations regulate the obligation to register agreements franchise, franchise agreement registration mechanism and sanctions applied if you do not register a franchise agreement.

1. Legal Awareness

a. Understanding Legal Awareness

Legal awareness consists of two words, namely "awareness" and "law". In the large Indonesian dictionary the word awareness is interpreted as remembering oneself, while law means regulations that are officially considered binding, that are gazette by rulers, governments and authorities. Legal awareness is the mental and moral interdependence of each It depends on the human ego. Legal awareness is accepted as awareness, not accepted as coercion, even though it existsnrestraints from outside humans or society itself in the form of legislation (Wijaya: 1984). Or what the law should be, a certain category of life our psyche by which we differentiate between laws with justice, between what should be done and what should not be done should be done. Awareness of what the law means awareness that the law is a protection of interests man. Legal awareness has several concepts, one of which is: One of them is the conception of legal culture. This conception contains the teachings of legal awareness more concerned about perceived legal awareness as a mediator between law and human behavior, good individually and collectively. Legal awareness itself There are two types, namely:

- a. Positive legal awareness, identical to legal compliance;
- b. Negative legal consciousness is synonymous with disobedience to the law.

Legal awareness and the law are related very closely, where legal awareness is an internal factor legal discovery so that legal awareness is a source from all laws. So, the law is just something that fulfills it legal awareness of most people, so the law which is not in line with the legal consciousness most people would have lost its binding power. As awareness progresses law in



society, the law does not need to impose sanctions. Sanctions are only imposed on citizens who are truly proven breaking the law. The law contains commands and prohibitions. Law tells us which actions are contradictory with a law that if carried out will result in threats in the form of legal sanctions. Against contrary actions with the law of course it is considered to be breaking the law so received threats of punishment. The Franchise Agreement is based on Article 5 PP 42/2007 Franchise Agreement, at least contains:

- a. names and addresses of the parties;
- b. Intellectual property rights;
- c. business activities;
- d. rights and obligations of the parties;
- e. assistance, facilities, operational guidance, training and marketing provided by the Franchisor to Franchisee;
- f. business area;
- g. duration of the agreement;
- h. reward payment procedures;
- i. ownership, changes in ownership and heirs' rights;
- j. dispute resolution; And
- k. procedures for extension, termination and termination agreement.

With a franchise, the business will be guided and controlled fully supported by the brand owner. There are quite a few success stories from franchise buyers. But before deciding buying a franchise, it would be good to learn and understand What is the concept of a franchise business? The reason is here Many people claim to be franchises, but that's not necessarily true the business is categorized as a franchise. It could be just a pattern partnership, business opportunity (BO), or just that use of the brand. Business Opportunity (BO) is the forerunner would be from a franchise or franchise. BO is a new business running for under 3 years, but already using the concept franchise in expanding its business.

Legal awareness is the source of all law. With In other words, legal awareness exists in every human being because every human being has interests, so if the law It is understood and implemented well their interests will be protected and if friction occurs interests, the law is present as an alternative solution. Thus, legal awareness is not only a must have only by certain



groups such as law graduates, lawyers, police, prosecutors and judges, but basically it must be owned by every human being without exception so that their interests can be achieved protected. Legal awareness and the law are related very tight. Legal awareness is a factor in discovery law. So the source of all law is legal awareness. Therefore, what is called law is only that which can fulfill it legal awareness of most people, then the law is not according to the legal consciousness most people would have loses binding force. Legal awareness is the awareness that exists in every human being about what the law is.

3. Legal Consequences

Legal consequences are the result of an action taken for obtain a result desired by the perpetrator and the regulated person by law. The action he took was a legal action namely an action taken to obtain a certain result required by law. (Soeroso: 1992) It is clearer that legal consequences are all the consequences that occur from all legal actions carried out by legal subjects towards legal objects or other consequences caused by certain events by law concerned has been determined or considered as a legal consequence. Legal consequences are the source of the birth of rights and obligations for the legal subjects concerned. For example, holding sale and purchase agreement, a legal consequence of the agreement has emerged The sale and purchase is that there is a legal subject who has the right to get goods and have an obligation to pay the item. And vice versa for other legal subjects has the right to earn money but besides that he have an obligation to deliver goods. It's clear that actions carried out by legal subjects towards legal objects give rise to legal consequences. (Projodikoro: 2000) Committing Unlawful Acts (onrechtmatigedaad), regulated in article 1365 of the Civil Code, is an act of a person who resulting in losses to those who previously did not agreed, so he is obliged to compensate for the loss. So then commits a default, regulated in article 1366 of the KUH Civil, namely due to someone's negligence in not implementing it obligations on time, or not being carried out appropriately according to the agreement, so that he can be required to fulfill his obligations along with the profits that can be obtained by passing the time limit.

Franchise Registration Obligations According to Menurut Pasal 1 angka 1 Peraturan Pemerintah Nomor 42 Tahun 2007 tentang Waralaba ("PP 42/2007"), A franchise is a special right owned by a person individuals or business entities to business systems with unique characteristics business in order to market goods and/or services that have been proven successful and can be utilized and/or used by parties others based on a franchise agreement. In practice, the giver



franchisees (franchisors) are required to register an offering prospectus franchisee before entering into a franchise agreement with the recipient franchise (franchisee). The franchise offer prospectus itself according to menurut Pasal 1 angka 7 Peraturan Menteri Perdagangan Nomor 71 Tahun 2019 tentang Penyelenggaraan Waralaba ("Permendag 71/2019") is a description written from the franchisor which explains at least about identity, legality, history of activities, organizational structure, reports finances, number of business premises, list of franchisees, rights and obligations of the franchisor and franchisee, as well as rights intellectual property (IPR) of the franchisor. On the other hand, the recipient franchisees are also required to register a franchise agreement. With Thus, the obligation to register documents related to franchises on the basics apply not only to the franchisor, but also franchisee. Registration of franchise prospectus and franchise agreement This is done through submitting an application for a Registration Certificate Franchise (STPW).

STPW is proof of prospectus registration franchise offers for franchisors and franchisors continuation as well as proof of registration of the franchise agreement for the recipient franchisees and subsequent franchisees granted after meet registration requirements. Franchisor, follow-on franchiser, recipient franchise, and subsequent franchisees apply STPW through the OSS institution, which is issued for and on behalf of the Minister of Trade or Regent/Mayor. Directorate of Business Development and Distribution Actors process STPW applications which consist of:

- a. The franchisor's STPW comes from abroad;
- b. The franchisor's STPW comes from within the country;
- c. STPW franchisees from overseas franchises;
- d. STPW advanced franchisor and overseas franchise;
- e. STPW provides advanced franchising and domestic franchises. Meanwhile, the department in charge of trade or Unit One Stop Integrated Service in the DKI Jakarta province area or districts/cities throughout Indonesia process STPW applications

Which consists of:

- a. STPW franchisee from a domestic franchise;
- b. STPW continuing franchise recipients from overseas franchises; And
- c. STPW is a continuation franchisee from a domestic franchise

If the franchisor and franchisee violate obligation to register offer prospectuses and franchise agreements, then the Minister of Trade, Governor, Regent/Mayor are appropriate their



respective authorities can impose administrative sanctions in the form of:

- a. written warning;
- b. fine; and/or
- c. revocation of STPW.

It should be noted that the administrative sanction is in the form of a written warning against registration violations can be awarded a maximum of three times within a period of two weeks from the date of the warning letter previously published. Administrative sanctions in the form of a maximum fine a lot of Rp. 100 million is then charged after the letter is issued third written warning. Apart from administrative matters, it is not registered Your franchise is also in civil trouble. It has been described beforehand that before entering into a franchise agreement, you are required to register a franchise offer prospectus for get STPW. Subekti in the book Law of Agreements explains, agreements which has been established by a certain formality or form of method called a formal agreement. (Subekti: 2008) If such an agreement does not fulfill the formalities stipulated by law, then it is null and void by law. In our opinion, this applies to an agreement that is not preceded by the franchisor's STPW. is void The law means that from the beginning it is assumed that something was never born agreement and there has never been an agreement. Therefore, The franchisor is obliged to return the nominal investment has been provided by the franchisee.

RESEARCH METHODS

In this research, normative research methods were used. Normative juridical research is a type of library legal research that examines library materials or secondary data. In terms of normative law, normative juridical research is document research, which examines documents such as legislation, court decisions or decisions, agreements, legal theories, and so on.

DISCUSSION

The problem of legal protection for franchisees arises due to concerns that the franchisor will terminate the agreement or refuse to influence the agreement and then or refuse to renew the agreement and then distribute its own products in the franchisee's area. In this case, there are differences of opinion regarding whether laws governing the termination of agreements to protect franchisee interests are necessary and beneficial for franchisees or whether they actually



result in an inefficient market. In connection with the situation in Indonesia, it is necessary to examine these differences in views, considering Undang-Undang No. 20 Tahun 2008

regarding Micro, Small and Medium Enterprises states that a franchise is a partnership pattern between small businesses and large and medium businesses. However, consumers' interests must also be considered regarding the availability of goods in the market at cheaper prices. A franchise is basically an agreement regarding the method of distributing goods and services to consumers. For a certain period of time, the franchisor grants a license to the franchisee to carry out business in distributing goods and services under the franchisor's name and identity in a certain area. The business must be carried out in accordance with the procedures and methods determined by the franchisor. The franchisor provides assistance to the franchisee. In return, the franchisee pays a certain amount of money in the form of initial fees and royalties.

Franchises can be divided into two forms, namely product and trade franchise and business format franchise. In the first form, the franchisor gives a license to the franchisee to sell the franchisor's products. Examples of the first form are car dealers and gas stations. In the second form, namely the franchisee format business, the franchisor provides the entire business concept which includes marketing strategies, business operating guidelines and standards and assistance in operating the franchisee. In this way, the franchisee has an identity that is inseparable from the franchisor.

Pasal 1 Peraturan Pemerintah Republik Indonesia No. 42 Tahun 2007 about Franchise and Pasal 1 Peraturan Menteri Perdagangan Republik Indonesia Nomor : 12/MDAG/Per/3/2006 Concerning the Provisions and Procedures for Issuing a Franchise Business Registration Certificate, it states that a Franchise is an agreement between the Franchisor and the Franchisee in which the Franchise Recipient is given the right to run a business by exploiting and/or using intellectual property rights or discoveries or characteristics of the business owned. Franchisor with a reward based on the requirements set by the Franchisor with a number of obligations to provide continuous operational consulting support by the Franchisor to the Franchisee. Furthermore, the Decree of the Minister of Industry and Trade explains the meaning of Franchisor, namely a business entity or individual who grants rights to other parties to utilize rights to other parties to exploit and/or use rights to intellectual property or inventions or business characteristics owned. Franchisor. Meanwhile, the Franchisee (Franchisee) is a business entity or individual who is given the right to exploit and/or use or use the characteristics of the business owned by the Franchisor. Franchisees or franchisees can be differentiated between Main Franchisee and Continuing



Franchisee. The Master Franchisee enters into a Master Franchise agreement with the Franchisor. Through a Master Franchise Agreement, the Franchisor or Franchisor authorizes the Main Franchisee to make an agreement with the Continuing Franchisee. The legal relationship between franchisor and franchisee is characterized by an imbalance of bargaining power. A franchise agreement is a standard agreement made by the franchisor. The franchisor sets the terms and standards that must be followed by the franchisee which allows the franchisor to cancel the agreement if he considers the franchisee unable to fulfill his obligations. The agreement states conditions for terminating the agreement, such as: failure to meet sales volumes, failure to meet operating standards, and so on. The franchisor has discretionary power to assess all aspects of the franchisee's business, so that the agreement does not provide adequate protection for the franchisee in the face of termination of the agreement and the franchisor's refusal to renew the agreement. The franchisor can take advantage of the franchisee's position to test the market. After knowing that the conditions for the market are profitable, the franchisor terminates the agreement with the franchisee, then the franchisor operates his own outlet or place of business in the franchisee's area. This is one of the factors causing the low growth of local franchises compared to the growth of local franchises compared to the growth of foreign franchises which reached an average of 75 percent per year 7T while local franchise businesses, on average, only grew 16 percent a year. Legal protection for franchisees needs attention because this will grow local franchises as a partnership pattern between small businesses and medium and large businesses as mentioned in Undang-Undang No. 20 Tahun 2008 on Small and Medium Enterprises Franchise business actors must have legitimacy. One of them is the Franchise Registration Certificate (STPW). Not all businesses can be franchised or franchisees to become franchisees must meet the criteria based on PP No.42/2007 about franchising. The meaning of STPW is based on Permendag No.71/2019 is proof of registration of the franchise agreement for both types of franchisees and a franchise prospectus for the franchisor, provided after completing the specified registration requirements (Savita, 2022). After fulfilling the legal requirements and conditions, the franchisor and franchisee will obtain an STPW, or Franchise Registration Certificate by the Minister of Trade, in this case the authority to approve the issuance of a Franchise Registration Certificate through the Trade Service throughout Indonesia (Effendi, 2021). However, not all franchise companies have a franchise registration certificate, which means that the company does not have the legal right to provide franchises. There are still many business actors who use the franchise system even though they do not meet the criteria that must be met based on PP No.42/2007.



Business actors cannot use the word or term franchise if they do not meet these criteria and do not have a franchise registration certificate. Based on the problems above, it is very important to discuss further legal protection and legal consequences for franchisees against franchisors who do not have a franchise registration certificate (Prasetyo, 2023).

According to Rooseno Harjowidigno, a franchise is a business system that represents a business in the trade or service sector and has unique characteristics that have different or specific attributes and functions as a representative for businesses operating in the trade or service sector (Atmoko, 2019).

There are three regulations regarding franchising in RI: Permendag No.12/2006 Concerning Terms and Procedures for Issuing a Franchise Business Registration Certificate PP RI No.42/2007 About Franchising and Permendag RI No.71/2019 Regarding the Implementation of Franchises. There are regulations that regulate the criteria required by business actors who can franchise their business. Levita Supit emphasized that business registration does not apply to all, in accordance with the provisions of the Law, which exclusively permits the registration of businesses that have operated for more than five years. (Lasut, 2019) These provisions, in addition, require the business or company to have a minimum of three branches, and show potential for future growth and development. Franchisees are required to fulfill the following requirements to be able to become franchisors, as stated in Pasal 3 PP 42/2007

About Franchises 1. Has distinctive characteristics: Anything that differentiates it from competitors and offers benefits or differences that are difficult to imitate, which are characteristics or uniqueness that consumers will always look for, these characteristics and can be easily recognized. For example, management systems, sales and service, special menus, ideas, designs, and distribution methods are all elements that make a franchisor unique. 2. Proven to provide benefits. Refers to franchisors whose businesses have been operating for more than five years, and have and developed long-lasting business strategies to overcome problems and grow profitably. 3. Have written service standards. To provide franchisees with a well-defined structure as well as compliance with business operating guidelines, written standards are developed. By having clear Standard Operating Procedures, franchisors can maintain quality and increase consumer trust and ensure that franchisees comply with the same quality standards between franchisees for the products and services provided to customers. 4. Easy to teach and apply. Franchise recipients or franchisees who are just learning can use it because it is easy to teach and use. They can run it successfully with operational guidance and consistent management from the



franchisor. 5. Get encouragement to advance. Continuous support means that the franchisor or franchisor provides continuous support, such as operational guidance, daily operational aspects, training, marketing strategies, promotions, regular training. 6. Registered IPRs are intellectual property rights where there is a connection between a business and a brand, copyright, patent, trade secret, etc. which have been certified or are being registered by an authorized institution. Once these criteria are met, business actors can run their business with a franchise concept by becoming a Franchisor or becoming a franchisor. In Permendag No.71/2019 Regarding the Implementation of Franchises, Pasal 3 If a person or business does not meet the requirements listed above, then they are not permitted to use the phrase or What is meant by a franchise (Savita, 2022). A franchise is basically an agreement regarding how consumers obtain goods and services.

Legal Consequences of a Franchise Agreement That Doesn't Have Franchise Registration Certificate (STPW) When It Occurs Default

An agreement can also be called an agreement where in Pasal 1313 KUHPerdara states that "An agreement is a the act by which one or more persons bind themselves against one or more people." M. Yahya Harahap, SH said that an agreement is a legal act of wealth/property between two or more people that gives one party the right to obtain achievements and oblige other parties to fulfill them performance. (Harahap: 1986) Franchising itself is currently regulated in 3 statutory regulations which is still valid, namely Peraturan Menteri Perdagangan No 12 Tahun 2006 Concerning Terms and Procedures for Issuing Certificates Franchise Business Registration, Republic of Indonesia Government Regulations Nomor 42 Tahun 2007 Regarding Franchising and Ministerial Regulations Republic of Indonesia Trade Nomor 71 Tahun 2019 About Franchise Implementation. In Pasal 6 ayat 2 Franchisee who is given the right to appoint another Franchisee, must have and carry out at least 1 (one) Franchise business location yourself. In Article 2 it is also stated that franchises must have criteria,including:

1. The business must have business characteristics
2. The business is proven to be profitable and profitable at least 5 years of experience and have business tips for solve business problems.
3. Have standards for offering goods or services made in writing
4. Business is easy to teach and apply by managers franchise.
5. There is ongoing support from the franchise owner. This takes the form of operational



guidance, training and promotion to the franchise manager on an ongoing basis.

6. There are registered Intellectual Property Rights. This matter in the form of brands, copyrights, patents, licenses and trade secrets who already have a certificate from the authorized agency.

Pasal 1 Peraturan Menteri Perdagangan RI Nomor 71 Tahun 2019 regarding Franchise Operators is explained that a franchise is a special right owned by an individual or business entity to a business system with internal business characteristics in order to market goods and/or services that have been proven successful and can be utilized and/or used by other parties based on Franchise Agreement. A franchise is a venture or business by means of a franchisor granting him special rights own a product to a franchisee. Recipient franchisees are required to pay to obtain the right to use the product it's for profit. Franchisor is an individual or business entity who grants the right to utilize and/or use the Franchise owned by the Franchisee. The Franchisee is an individual or business entity granted rights by the Giver Franchise to utilize and/or use the Franchise owned by the Franchisor. Every establishment of a franchise must be preceded by agreement. The franchise agreement is explained in Article 1 paragraph (8) Regulation of the Minister of Trade of the Republic of Indonesia Number 71 of 2019 concerning Franchise Operator as a written agreement between the Giver Franchising with a Franchisee or Advanced Franchisor with continued Franchisee. The franchise agreement can be said to be a guarantee from the parties party, either the recipient or the franchisor, to carry out the franchise. As with agreements in general, agreements The agreement is said to be valid if it fulfills the legal requirements of the agreement. The conditions for a valid agreement in Article 1320 of the Civil Code are: Agree to bind yourself. Meaning agrees here is that there is agreement from both parties, both the franchisor and franchisee or subsequent franchisor with advanced franchisee. Both must agree consciously to make an agreement. The ability to create something agreement. According to pasal 1330 KUHPer everyone is capable of creating agreement unless declared incompetent by law. Someone who is incompetent is immature, not of sound mind as well is under pardon. If someone is incompetent make an agreement then the agreement can be requested cancellation. In the franchise agreement this capability is proven by the presence of identification or identity, namely KTP for the parties involved enter into a franchise agreement. A Certain Thing. An agreement must concern an object certain things, including franchise agreements. A certain thing can be: the principal of the agreement, objects and achievements that must be fulfilled. Based on Article 1332



of the Civil Code states that only goods can trade which can be the object of an agreement. Then Art 1333 of the Civil Code states that goods that can be contracted must be clearly defined, as in the franchise agreement is the franchise itself.

STPW ownership obligations are regulated in Article 11 of Minister of Trade Regulation no 12 of 2006, Article 10, Article 11 PP No. 42 of 2007 and Article 10 The third Minister of Trade Regulation states that the parties in franchise operators are required to have STPW. Institution that authorized to register prospectuses or franchise agreements regulated in three statutory regulations. Article 11 of Minister of Trade Regulation No. 12 of 2006 states that Overseas franchisers are required to register STPW through the Director General of Domestic Trade, Ministry of Commerce. Meanwhile, franchise recipients are from domestic franchisors registration through the Head of Service who is responsible for the field local trade. Meanwhile, submitting the STPW application in PP No. 42 of 2007 submitted to the Minister through the department local trade. The registration requirements are in Minister of Trade Regulation No. 12 of the Year 2006 also attached a company registration certificate. As regulated in Article 12 of PP No. 12 of 2006 concerning Provisions and Procedures Issuance of Franchise Business Registration Certificate in the Minister of Trade Regulation No. 12 of 2006, the application is submitted a maximum of 30 days after the agreement comes into force. Process no later than 5 days after receipt Applications and revisions to the application are given 5 working days. Then it was changed in PP No. 42 of 2007 which is regulated in Minister of Trade Regulation No. 31 of 2008, namely no later than 3 day and repair 3 days. Until then in Minister of Trade Regulation No. 71 of 2019, it was regulated in the Regulation of the Minister of Trade of the Republic of Indonesia Number 77 2018 concerning Integrated Business Licensing Services Electronics In the Trade Sector, applications must be processed no later than 5 days after receipt and repairs are carried out no later than 2 days. There is no fee for franchise registration. In Minister of Trade Regulation No. 12 of 2006 and PP No. 42 of 2007, STPUW validity period is 5 years. This is as regulated in Article 14 Minister of Trade Regulation No. 12 of 2006 and Article 12 paragraph (5) of the Regulation Government No. 42 of 2007. Further details in Minister of Trade Regulation No. 12 In 2006 STPW can be extended if the term of the Agreement The franchise is still valid. Meanwhile, in Article 12 paragraph (6) of the Regulation Government No. 42 of 2007 STPW can be extended for a period 5 (five) years. These two rules are different from those stated in Minister of Trade Regulation No. 71 of 2019, where STPW is still in effect as long as the franchise is still running. But it can end if termination of business activities, registration of Intellectual Property Rights (HKI) is not approved or the validity



period of Intellectual Property Rights (HKI) ends and the Franchise agreement ends; for franchise actors does not have STPW in Article 16 of Government Regulation No. 42 of 2007, sanctions for franchisors and franchise recipients who not having STPW is a written warning, fine and/or revocation of Franchise Registration Certificate. Written warnings are possible given a maximum of 3 times within a period of 2 weeks from the date the previous warning letter was issued. Fines were issued after the issuance of the third written warning letter at most Rp. 100,000,000.00 (one hundred million rupiah). If the recipient does not know whether there is an STPW or not, then the franchisor sanctions will be given as stated in PP No. 42 of 2007 which is due to 2 things, not having STPW and not provide guidance to franchise recipients, namely: warnings written, fines and/or revocation of Franchise Registration Certificate. Written warnings can be given a maximum of 3 times within the grace period 2 weeks from the date of the previous warning letter published. Fines are given after the issuance of a warning letter the third written is a maximum of IDR 100,000,000.00 (one hundred million rupiah). However, franchise recipients are given sanctions after issuance third written warning letter. Revocation of STPW if they do not provide guidance and have done so warned 3 times. If you haven't registered yet then both Both the recipient and the franchisor must register because both have an obligation to register. Consequence the law of the franchise agreement if there is no STPW is considered to have violated the terms of the agreement relating to a cause halal, in the absence of STPW the franchise is already violates statutory regulations so that it can be stated breaking the law. When the franchisor does not follow the rules regarding franchising, especially the registration of the franchise registration certificate, the agreement The franchise is deemed to have never existed and the franchisor is obliged to replace or return the nominal financing that has been paid submitted by the franchisee. There is no need for a franchisee cancel the agreement because the agreement is deemed not to be has existed along with the things that have been promised in it.

CONCLUSION

Legal consequences for franchises that do not have a franchise registration certificate (STPW). does not meet the objective requirements as intended in Article 1320 paragraphs (3) and (4) such as violating the law, public order and morality. As a result, the agreement is considered legally void (nietig), in the absence of a Franchise Registration Certificate the franchise violates the law -law so that the agreement can be declared null and void. May be subject to sanctions: Written warnings calculated from the time the warning letter can be issued a maximum of three



times within a two-week period starting from the last warning letter as a fine. Another administrative sanction is a fine of up to Rp. 100,000,000.00 (one hundred million rupiah). Based on Minister of Home Affairs Regulation No.71/2019, sanctions will be given in the form of written warnings given a maximum of three times within a maximum warning period of fourteen days. If the franchisor does not carry out its obligations within a certain period of time, it will be given administrative sanctions in the form of recommendations for revocation of operational or commercial permits, as well as business permits, which can be submitted to the competent authority. Legal Protection for franchisees for franchises that do not have a franchise registration certificate, namely preventive and repressive legal protection. Preventive legal protection can be carried out by writing a detailed and firm agreement regarding rights and obligations. Preventive protection carried out by the local trade department is by providing guidance to trade businesses and socializing licensing to business actors. Repressive legal protection is carried out by the trade service by supervising and enforcing the law on trade activities to ensure that business actors comply with applicable regulations, providing reprimands and guidance if business actors violate statutory regulations. (Sari, 2016)

FUTURE DIRECTIONS

Franchisors who wish to run their business using a franchise system are required to pay attention to regulations and guidelines relating to franchising. Franchisors must be aware of the legal obligations that arise when using the term franchise. For people who are just starting a business using a franchise system, it is best to find out the regulations regarding franchising and it is very important to be careful in choosing a franchise. When entering into an agreement with a franchisor, prospective franchisees need to ensure that the franchise has complete documents.

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