

The Effects on consumers of using refills under Law No. 8 of 1999 on Consumer Protection

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Abstract. The purpose of this research is to determine and analyze the legal protection of the impact of using refill perfume on consumers based on Law Number 8 of 1999 concerning Consumer Protection, obstacles to the impact of using refill perfume on consumers based on Law Number 8 of 1999 concerning Consumer Protection and solutions to the impact of using refill perfume on consumers based on law number 8 of 1999 concerning consumer protection. This research is The field research method, which involves conducting research in an actual field setting, is a common methodology employed in legal research. Prior to conducting any research project, the researcher should determine the most appropriate method for the study at hand. The results of the research are the continued disadvantage of consumer rights by business actors in terms of refill perfume. The responsibility of business actors for losses suffered by consumers who use cosmetic products, in this case refill perfumes, is contingent upon the clarity of the product label. The responsibility of business actors is also referenced in Article 1365 of the Civil Code concerning Consumer Protection, consumers who have been harmed as a result of using dangerous refillable perfume oil may pursue legal remedies through out-of-court dispute resolution.

Keywords: role, government, workers and civil servants

INTRODUCTION

God created man in perfect form and shape. It is a natural human desire to always look attractive and perfect, especially women. Many people are willing to spend money to achieve their desires. Indonesia is one of the countries whose average population has a very high consumptive value. Economic activity is a series of activities carried out by humans in order to meet their needs, both primary, secondary, and tertiary needs.

The advancement of technology has led to an increase in the production of goods and services. Products and services that were previously designed to meet basic human needs have become increasingly sophisticated. This has resulted in a decline in consumer responsiveness to the truth of information from a product. This condition places consumers in a weak position.

Cosmetics are the most effective means by which women can enhance their appearance. Cosmetics play a significant role in facilitating positive changes to one's appearance. Cosmetics are one of the essential human needs, particularly for women. The evolution of societal norms has led to the emergence of economic activities in the field of cosmetics.

The advent of the modern era has witnessed the emergence of economic activities in the field of cosmetics. The term "cosmetics" is defined as a preparation or mixture of ingredients that are ready for use on the outside of the body (epidermis, hair, nails, lips, and external genital organs), teeth, and oral cavity. These products are intended to clean, enhance attractiveness, alter appearance, protect the body from deterioration, improve body odor, and are not intended to treat or cure diseases.

Cosmetics are classified into several categories. Fragrance oil represents one such category, comprising a diverse range of scents that are not only popular among women but also utilized by various other demographic groups for purposes of enhancing self-confidence and improving body odor. In the past, the fragrance oil business was dominated by well-known brands such as Bvlgari, Chloe, and many others. However, with the development and increasing demand for fragrance oil, a new category of refill fragrance oil business actors emerged. These actors are not only present in major cities but also in smaller towns, offering refill fragrance oil at relatively affordable prices.

This has a positive impact on consumers in terms of the low price and long-lasting aroma. However, refillable perfume oil business actors also have a negative impact on consumers, among other things, due to the use of refillable perfume oil containing methanol at inappropriate levels. This raw material can cause the skin to redden and potentially lead to skin cancer. This is based on supervision conducted by the Food and Drug Supervisory Agency on a number of refillable perfume oil shops visited by BPOM.

As consumers in Indonesia are part of an international consumer base, international consumer movements inevitably break through national boundaries. This can affect domestic consumer awareness and lead to the same behaviors being exhibited.

Indonesia has agreed to the World Trade Organization (WTO) free trade agreement, which necessitates that Indonesian producers and consumers be prepared to face the challenges of free trade. Free trade is a path of trade traffic between countries around the world that trade without any barriers, such as export and import taxes.

This implies that consumers have a plethora of options for the products, goods, and/or services they consume. The concept of "consumer" has been in existence for decades in all corners of the country, and it has evolved to encompass special laws and regulations that protect consumer rights, including the provision of judicial facilities. Concurrently, each country has established the existence of consumer rights, which serve as a reference for regulations on consumer protection. The term "consumer" is derived from the English and Dutch words "consumer" and "consument," respectively. The definition of "consumer" or "consument" depends on the context in which it is used.

Perfume is a unique product in that it not only meets the needs of its users but also has usage risks that must be considered due to the varying effects of the chemicals used. This causes perfume outlet owners to be required to pay attention to consumer needs and wants, as consumers will purchase a product that can satisfy their desires, both in physical form and in terms of the product's benefits.

The refill perfume business is one of the small and medium-scale cosmetic businesses that is currently experiencing a surge in popularity among Indonesians. Sales in the form of refill packaging have contributed to a growing demand for perfume products among the general public. Apart from being sold in refill packaging, the price of perfume is relatively low and easily accessible, making refill perfume products highly sought-after in the market. The price factor also influences buyers to be more interested in purchasing products in refill packaging.

The facts of the matter demonstrate that the buying and selling of perfume refills not only provides benefits due to its affordable price, but also raises problems. One such problem is that there is no information about perfume products, including identity, composition, expiration date, restrictions, and side effects on refill perfume products that should be listed on the packaging label.

Article 4, letter a, which states that consumers have "the right to comfort, security, and safety in consuming goods and/or services," is then contradicted by Article 8, paragraph (1), letter i, which regulates that business actors are prohibited from producing and/or trading goods and/or services that do not include a composition label on the product packaging. The phenomenon of refill perfume business actors who do not include composition labels also occurs in the Special Region of Yogyakarta, as reported in the Kompas daily news. The Yogyakarta Food and Drug Monitoring Center (Balai POM) found that as many as 64.6% of refill perfume businesses did not meet production requirements. These included not including marking or composition labels on refill perfume packaging and formulating refill perfumes using methanol that exceeded the levels set by BPOM R. This has the potential to harm consumers, as they lack clear information about the content of the refill perfume product. Furthermore, the high methanol content can endanger the health of consumers who use perfume.

A case study of consumers of refill perfume in Deli Serdang, conducted by researchers, revealed that five individuals experienced skin irritation due to the lack of a composition label on the packaging. Additionally, the BPOM of the Deli Serdang region received reports of losses incurred by perfume consumers. An inspection of the refill perfume business in the Deli Serdang region revealed a high level of methanol content, exceeding the level permitted by the Regulation of the Head of the Indonesian Food and Drug Agency number HK.03.1.23.08.11.07517 of 201. One of the key findings was that the Technical Requirements for Cosmetic Ingredients stipulate that the limit of methanol contamination for perfume solvents should not exceed 5%. However, during the inspection, it was observed that the methanol content in refill perfumes exceeded levels that could potentially be harmful to users. Furthermore, there was no composition label on each package of refill perfumes sold.

METHODS

Research is a scientific activity that employs specific methodologies, systems, and theoretical approaches to examine the legal symptoms of a single issue or multiple issues through analytical investigation. The field research method, which involves conducting research in an actual field setting, is a common methodology employed in legal research. Prior to conducting any research project, the researcher should determine the most appropriate method for the study at hand. In legal research, there are two primary methodological approaches, namely normative and empirical. In this study, the authors employed a type of empirical juridical research, whereby the analysis of the problem was achieved through the combination of legal materials (that is, secondary data) with primary materials obtained in the field.

The data collection technique employed for this study was the use of an interview. In the context of this study, an interview is defined as a direct, face-to-face interaction between the researcher and the subject in order to elicit responses regarding the legal facts, opinions, and perceptual experiences of the subject, as well as suggestions related to the object of the research.

In addition to interviews, the study employed the use of documentation. Documentation can be defined as a written account or record of past events. Documentation can be presented in various forms, such as written texts, visual representations, and monumental works of a person.

Primary data is defined as data gathered directly from the initial source, namely by conducting in-person research. In this case, primary data was obtained via interviews with PT. Tiga Dkiss Parfum Deli Serdang Regency, the entity in question. Secondary data is the primary data obtained through a literature review, utilizing the following materials:

Primary legal materials include legal materials that are closely related to the problems to be studied. These include the Constitution of the Republic of Indonesia 1945 and Law Number 8 of 1999 concerning Consumer Protection. Secondary legal materials include literature in the form of literature reviews related to this research as well as articles, papers, and copies of documents related to the issues raised. Tertiary legal materials are those that provide guidance and explanation of primary and secondary legal materials. Examples of such materials include the Big Indonesian Dictionary and the Legal Dictionary.

RESULTS AND DISCUSSION

D'kiss PARFUME is one of the perfume refill shops located in Karang Anyar Village, Beringin District, Deli Serdang Regency. The location is particularly advantageous as it is situated in an area with a residential, employee boarding house, rental, and resident population. D'kiss PARFUME is a well-known establishment among employees, students, and local residents. The perfume shop is well-known among the general public due to its affordable pricing and excellent customer service.

The concept of consumer protection represents a significant legal development in Indonesia. In Indonesia, consumer protection provisions were initially regulated in developed countries, which subsequently spread to other regions. In 1999, the Indonesian government implemented Law Number 8 of 1999 concerning Consumer Protection.

As time progresses and technology becomes increasingly sophisticated, it presents business actors with new opportunities to conduct business, especially in the context of cosmetics, which often contain harmful ingredients. The trade in these hazardous products is particularly affected by the advancements of technology and time, especially in the context of electronic commerce and internet accessibility. The ease with which these products can be distributed and sold online, through e-commerce platforms and social media, has become a significant concern. This allows business actors to easily utilize various e-commerce platforms to reach consumers, circumventing the necessity to comply with the Consumer Protection Law. This situation elucidates the need for protection of consumers, as they frequently suffer the consequences of business actors' irresponsible actions.

The provision of legal certainty to consumers entails the involvement of the government in issuing clear regulations, strict supervision, and effective law enforcement. This is intended to enhance the dignity of consumers who are able to access accurate information about potentially dangerous products or services. In addition, consumers must adopt the role of informed consumers when purchasing cosmetics. This is to ensure their protection from the potential harms of unethical business practices.

The government has taken several measures to protect consumers from the potential dangers of refillable perfume. These include socialization, counseling, and education about the safe limits of refillable perfume use. These efforts have been spearheaded by the BPOM and Desperindag.

The government has also taken steps to inform consumers and business actors about their rights and obligations regarding refillable perfume. These include prohibitions on the sale of refillable perfume to minors and the use of refillable perfume by individuals with certain medical conditions.

Another potential source of the circulation of refillable perfume with excessive methanol contamination is a lack of public awareness regarding the buying and/or using of goods and services, including refillable perfume in this instance. This can be evidenced by the high consumer demand for refillable perfume, which can result in consumers failing to fulfill their obligations.

Consumer losses may be in the form of detrimental consequences resulting from the utilization of refillable perfumes with elevated methanol content. Lilis Khalisa posited that the adverse impact of using refillable perfumes containing excessive levels of methanol can be classified into two categories based on the duration of the effects. Short-term effects, such as allergic reactions, dizziness, headaches, nausea, and ocular disturbances, can be observed.

In the event of being harmed by cosmetic products that indicate dangerous ingredients that are carcinogenic, consumers are entitled to obtain their rights as stated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection. One of these rights is the right to obtain Consumers have the right to receive goods and/or services that are in accordance with the promised guarantees. In the event that consumers are harmed, they also have the right to compensation, replacement, or both. This is contingent upon the goods and/or services received not being in accordance with the agreement or not meeting the agreed-upon standards.

The 2020 BPOM Regulation No. 2 on the Supervision of Cosmetics Production and Distribution defines cosmetics as materials applied to the outer skin of humans with the purpose of removing dirt, imparting fragrance, enhancing appearance, and maintaining optimal bodily condition.

The results of the author's interview with the Head of the Work Team at the Enforcement Substance of the Center for Food and Drug Control indicate that there are currently numerous instances of the sale of cosmetic products containing hazardous ingredients, despite the fact that they have obtained a BPOM distribution permit. While a distribution permit serves as proof that a cosmetic product has been registered with BPOM, it does not guarantee the product's safety. This is because the ingredients used in the product may have changed since it was registered, potentially leading to the inclusion of dangerous ingredients in the final product. One such ingredient is carcinogenic. As products that have undergone feasibility testing will be issued a distribution permit number by BPOM, which will be used to monitor products that are subsequently distributed, in the event of any problems or losses in the future, it will be easier to identify the business actors involved.

In the current era of free trade, the sale of cosmetic products containing hazardous materials is a common occurrence. However, this can result in significant losses for consumers, as evidenced by their lack of awareness regarding the circulation of cosmetic products containing hazardous ingredients. The use of cosmetic products with hazardous ingredients can cause harm to consumers. Furthermore, the growth of the beauty industry cannot be separated from the influence of societal perceptions of beauty.

Beauty is a cultural construct manifested through symbols. Symbols present in the human body can be perceived as both overt and covert. Consequently, it can be argued that the human body, which is inherently a natural entity, is subsequently shaped by social forces into a social fact. The motivations for cosmetic shopping among women are multifaceted, but the primary driver is to attain a visually appealing appearance. Given that beauty is a source of attraction, it can enhance one's appearance in professional settings and boost self-assurance. Indeed, the results of the BPOM investigation indicate that a significant number of cosmetic products contain hazardous ingredients that have a serious impact on health. In terms of material protection, consumers are often financially disadvantaged. Indeed, the position of consumers vis-à-vis that of business actors is currently very weak. This is evidenced by several factors, including the high level of dependence on a product, weak knowledge of the production process, and weak bargaining power.

Another contributing factor is the absence of legislation that regulates this matter. In an effort to mitigate the adverse effects of using goods and/or services, Law Number 8 Year 1999 imposes various prohibitions on business actors. The purpose of consumer protection, as stipulated in Law Number 8 Year 1999 on Consumer Protection, is to elevate the dignity of consumers. In order to achieve this, various activities that bring harm to consumers from the use of goods and/or services must be avoided by business actors in their trade activities.

In the case of consumers of cosmetic products containing hazardous ingredients, the explanation is not significantly different. Consumers purchase these products for a number of reasons, including the affordable price, the promise of fast results, and a lack of concern about the ingredients used. With regard to legal protection, the majority of consumers are unaware of the legal rights and protections afforded to them as consumers. Furthermore, the implementation of Law No. 8 of 1999 has been inadequate, resulting in a lack of awareness among consumers regarding the existence of the law.

In accordance with Article 13, paragraph (1) of Government Regulation of the Republic of Indonesia Number 80 of 2019 concerning Trading Through Electronic Systems, business actors are obliged to provide truthful, clear, and honest information about a product, and the product must possess an identity as a legal subject, equipped with data that is valid according to law. The information referenced in Article 13, paragraph (1) is the veracity and accuracy of information on a product, whether the information presented in the advertisement aligns with the physical goods that will be provided to consumers. Additionally, the feasibility of the goods and/or services being traded, as well as the legality of the goods and/or services, must be considered.

In general, consumers view advertisements as a source of information from the mass media and are unaware of the process of creating advertisements and the accuracy of the content. Consequently, it is challenging for consumers to prove that an advertisement is misleading or violates regulations. It is understandable that advertising businesses bear the burden of proving that their products do not cause property damage, disability, or even death to consumers. The roles of advertisers, advertising companies, and mass media are distinct and independent of one another. In certain instances, however, the mass media may also act as an advertising company.

The legal protection of consumers is also based on a legal framework that has been established in the Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection. This legislation encompasses almost all aspects of the rights and obligations between producers and consumers. Consumer protection is a manifestation of the efforts to contain the various interests of the principles involved. The meaning of protection will be realized through the implementation of these principles. It is important to note that consumers are protected by their existing rights.

In essence, consumers are simply buyers of goods or services. It is not uncommon for the form of consumer rights protection to vary. Indeed, for consumers to become truly informed, clear and honest information is essential. This transparency is a key aspect of any transaction, reducing suspicion and loss regarding the condition of goods and services.

Table 1. Knowledge of refill perfume entrepreneurs about the existence of protection for consumers in the use of refill perfume

No.	Respondent	Total	Percentage
1	Knowing about regulations	15	60%
2	Do not know about regulations	10	40%
	Total	25	100%

Table 1 indicates that 60% of respondents (n=15) were aware of legal protections for consumers of refill drinking water, while the remaining 40% (n=10) were not.

The issue of consumer protection is particularly ineffective, as evidenced by the fact that a significant proportion of consumers and/or business actors are unaware of their respective rights and obligations. Consumer protection is not solely regulated by the Consumer Protection Law. Indeed, numerous other laws include provisions aimed at providing consumer protection, such as those pertaining to food, medicine, health, and other areas. However, the Consumer Protection Law is of particular importance, as it serves as a unifying force for consumer protection legislation. The

consumer protection law serves as a unifying framework that facilitates the integration and reinforcement of consumer protection law enforcement.

Table 2. Things People Feel When Using Refillable Perfume

No.	Respondent	Total	Percentage
1	Ever felt irritation on the skin	5	25%
2	Never felt irritation on the skin	15	75%
	Total	20	100%

The data presented in the table above indicates that five of the 20 respondents who were given the questionnaire reported experiencing irritation on their skin as a result of refill perfumes that lacked a composition label. In contrast, 15 others stated that they had never experienced such irritation.

In light of the aforementioned description of Article 4, it can be argued that the sale of perfume products without an ingredient composition contravenes consumer rights as outlined in Article 4, letter c, namely the right to clear, correct, and honest information about the condition and guarantee of goods. This right to information is of paramount importance, as inadequate information conveyed to consumers can be considered a form of product defect, which is known as a defect of instruction or a defect due to inadequate information. The right to clear and correct information is designed to ensure that consumers have access to accurate and complete product information. This enables them to make informed decisions and avoid potential losses due to product misuse. In addition to consumer rights, business actors are also obliged to comply with the information requirements set out in Article 7 of the GCPL, which states: "Obligation of business actors."

The significance of consumer protection is predicated upon the assurance of product quality and the avoidance of adverse health effects resulting from the refillable perfume content.

Table 3. Forms of Consumer Protection of refillable Pafum without composition labeling in Beringin District, Deli Serdang Regency

No.	Respondent	Total	Percentage
1	Ever bought a refillable perfume without a composition label	20	100%
2	Never buy refillable perfume without a composition label	0	0%
	Total	20	100%

The data presented in the table above indicates that all 20 respondents who were given the questionnaire stated that they had purchased refill perfume without a composition label.

In accordance with the aforementioned description, business actors who fail to include the composition of the ingredients in cosmetic products are in violation of the obligations of business actors set forth in Article 7, letter b. If consumers are harmed, the obligation of business actors to provide compensation in accordance with Article 7, letter f. arises. Compensation by business actors serves as a legal mechanism to prevent violations of the rights of consumers and as a responsibility of business actors. The obligation of business actors to provide compensation is a legal effort to prevent violations of the rights of consumers and a legal responsibility that must be obeyed and implemented by business actors in their relationships with consumers.

Furthermore, the GCPL also regulates prohibited acts for business actors. Prohibited acts for business actors are regulated in Article 8 of the GCPL. The sale of perfume without composition is addressed in Article 8, paragraph 1, letter i, which states that "business actors are prohibited from trading or producing goods or services that do not install labels that contain the composition, weight/net content, product name, usage rules, date of manufacture, size, side effects, and the address and name of the business actor, as well as other information for use, which according to the provisions must be installed." The aforementioned provisions require that the aforementioned information be installed on the aforementioned goods, including the composition, weight/net content, product name, usage rules, date of manufacture, size, side effects, address, and name of the business actor. The existence of these rules ensures that consumers are afforded clear legal protection, and that they may claim compensation if they feel harmed as a result of using cosmetic products without ingredient composition.

In essence, the role of consumer protection law is to advance the economy by fostering a competitive market. Without the support of consumers, business actors are unlikely to be able to develop and compete effectively. However, in practice, consumers are often harmed by business actors, and consumers are usually reluctant to claim the losses they suffer from business actors. This is because consumers assume that they are very weak parties in the market. In response to this assumption, consumer protection law was enacted.

The consumer protection law that applies in Indonesia has a legal umbrella that issues policies regulating consumer rights that have been set by the government. With a definite legal umbrella, the protection of consumer rights can be carried out with optimism. One form of violation of the rights of the community as consumers by business actors is the circulation of various kinds of cosmetic products that are not suitable for distribution among the public. These products are expected to be in accordance with the needs of the community, but in fact, they are not. In light of the

aforementioned, consumer protection law serves as a guideline and reference for both consumers and business actors, thereby ensuring that their respective rights and obligations are balanced and legally certain.

In accordance with Article 1, point 2 of Law Number 8 Year 1999 on Consumer Protection (UUPK), a consumer is defined as any individual who utilizes goods and/or services within the community, with the intention of benefiting themselves, their families, other people, and other living beings, and not for the purpose of trade. Consumers are entitled to comfort, security, and safety in their consumption of goods and/or services. Consequently, business actors are obliged to guarantee the quality of goods and/or services produced and/or traded in accordance with the provisions of the applicable quality standards for goods and/or services.

In the production of a quality product, a business actor is obliged to include all relevant information about the product. It is intended that consumers are fully informed about the content and information contained in the product they are purchasing. When consumers are aware of the product description, they must be given the right to choose which products are suitable for consumption in order to maintain their safety.

Every consumer is entitled to obtain their rights in accordance with their position as a consumer and based on applicable laws and regulations. This provision is expected to facilitate the development of new consumer rights in the future.

The primary objective of this legislation is to protect consumers, who are often in a weaker position than business actors. In any relationship, rights and obligations must be balanced. This means that, in addition to obtaining rights, consumers must also fulfill obligations. Rights must be fulfilled, while obligations must be carried out. Some obligations must be carried out by consumers. If consumers do not fulfill their obligations, they may be held liable for any resulting losses. Furthermore, business actors may withhold consumer rights as previously described.

Unlabeled cosmetics are defined as those that lack the requisite information, including the name of the item, size, weight or net content, usage rules, date of manufacture, side effects, name and address of the business actor, and other pertinent details for use in accordance with the provisions of the law.

The demand for beauty products, which include cosmetics, has become a basic need for the majority of people, particularly women. This is evidenced by the increasing and variable demand for cosmetic products each year. The high profitability of sales and the large target market have led to the proliferation of beauty products on the market with various functions and benefits. However, it is important to note that the production and sale of cosmetic products cannot be conducted in an unscrupulous manner.

In accordance with Article 1, Section 4 of Law No. 36 of the Year 2009 on Health, cosmetics are included within the scope of pharmaceutical preparations. In accordance with Article 1, Section 1 of the Explanation of Government Regulation of the Republic of Indonesia Number 72 of 1998 concerning the Safety of Pharmaceutical Preparations and Medical Devices, cosmetics are defined as: A combination of materials prepared for external use on the body, including the skin, hair, nails, lips, and external genital organs, teeth, and oral cavity, with the purpose of cleansing, enhancing attractiveness, modifying appearance, protecting to maintain good condition, improving body odor, but not intended to treat or cure a disease.

The responsibility of business actors is regulated in Article 19 of GCPL, which states that business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded. The responsibility of business actors is also regulated in Article 1365 of the Civil Code (KUHPperdata).

The issue of legal responsibility pertains to the scope of whether or not there is a loss that has been suffered by the party. In this case, the relationship between consumers and business actors is of interest, where the loss is due to the use, utilization, and use by consumers of goods and/or services produced by certain business actors.

The responsibility of business actors is part of the obligations that bind their activities in business. This is referred to as product liability. Product liability is a legal responsibility of a person or entity that produces a product from an individual or business entity, or that distributes the product.

Product liability is the responsibility of business actors in providing consumers with information regarding the cosmetic products they sell. If business actors fail to provide consumers with the necessary information and cause losses, they must be held responsible for their violations and mistakes. The basis for the imposition of responsibility is negligence, which is defined as a behavior that is not in accordance with the standards set by law and the obligation to maintain the interests of others.

Article 1367 of the Civil Code stipulates that agents, distributors, and sellers are liable for losses resulting from their own actions, as well as losses caused by the actions of their dependents (producers) or cosmetic products under their supervision.

Those who feel aggrieved by business actors may take several legal remedies to resolve their disputes through litigation, namely the general court. In addition, they may also make non-litigation legal efforts through the Consumer Dispute Resolution Agency (BPSK). Settlement of consumer disputes outside the court is organized to reach an agreement on the form and amount of compensation or on certain actions to ensure that there will be no recurrence or recurrence of losses suffered by consumers.

Article 52, letter a of the GCPL stipulates that the BPSK is responsible for the mediation and arbitration of consumer disputes. Mediation is a process whereby two or more parties engage in negotiations with the assistance of a neutral third party, who does not have the authority to make a decision.

Mediation is pursued as an alternative to out-of-court dispute resolution at the initiative of one of the parties or the parties where the BPSK panel is active as an intermediary and/or advisor. The third party who is neutral to the dispute is a third party who is neutral to the dispute. Arbitration in accordance with the Decree of the Minister of Industry and Trade of the Republic of Indonesia Number: 350/Mpp/Kep/12/2001 on the Implementation of the Duties and Authority of the Consumer Dispute Settlement Body.

Table 3. This paper examines the responsibility of business actors for losses experienced by consumers in the impact of the use of refillable perfume in the Beringin District of Deli Serdang Regency

No.	Respondent	Total	Percentage
1	Business actors responsible for unlabeled refillable perfume products	0	0%
2	Businesses that are not responsible for unlabeled refillable perfume products	20	100%
	Total	20	100%

The data presented in the table above indicates that all 20 respondents who were given the questionnaire by the author stated that the refill perfume business actors did not want to be held responsible for consumers who experienced irritation due to the perfume products they sold. From the aforementioned table, it can be concluded that business actors do not wish to assume responsibility for the refill perfume products they sell. Additionally, a small proportion of business actors desire to be held accountable for refill perfume products without labels that can cause various skin diseases, such as irritation on the skin of consumers who use refill perfumes without composition labels. Regarding the responsibility of business actors towards consumers, it is regulated in the GCPL Law, as outlined in Article 19.

The Consumer Protection Law (CPL) outlines the responsibilities of business actors towards consumers. Article 19 of the CPL states that business actors are responsible for providing compensation for damage, pollution, or losses incurred by consumers as a result of consuming goods or services produced or traded. The compensation charged to business actors is in accordance with the loss, damage, or circulation suffered by consumers after using products containing hazardous content.

In accordance with Article 19 of Law Number 8 of 1999 concerning Consumer Protection, a business actor may be held liable for providing compensation to consumers in the form of a refund or replacement of goods in the event of consumer losses. The liability of the business actor is contingent upon the party that caused the loss. In addition to being regulated in Law Number 8 of 1999 concerning consumer protection, the form of responsibility of business actors is also regulated in the Civil Code Articles 1365, 1366, and 1367, which are firmly held. The principle of responsibility based on negligence or fault is a subjective one, which is determined by the behavior of the producer. The theory of negligence posits that the producer's negligence, which results in consumer harm, is the determining factor for the consumer's right to file a lawsuit for compensation against the producer.

However, the aforementioned regulation has not been fully implemented by business actors who distribute cosmetic products containing hazardous ingredients, with the argument that the responsibility lies with consumers. This is due to a lack of supervision and notification from related parties to business actors, which has resulted in the regulation being considered a mere guideline rather than a binding legal instrument. Consumers who have suffered losses due to the purchase of illegal cosmetic products may pursue a series of legal dispute resolution procedures, both within and outside the court system.

Accordingly, consumers are legally entitled to defend their rights against business actors in accordance with the provisions of Law Number 8 Year 1999. Furthermore, consumers are afforded the option to determine the form of dispute resolution to be pursued, as specified in Article 45 paragraph (2), namely that consumer dispute resolution can be pursued through the court or outside the court based on the voluntary choice of the parties to the dispute.

The government has taken steps to protect consumers of refill perfume. These efforts include socialization, counseling, and education about the safe limits of refill perfume use. The government has also enacted legislation to regulate refill perfume, including consumer rights and obligations, as well as prohibitions for consumers and business actors.

In the event of a dispute or violation, sanctions may be imposed in the form of fines, imprisonment, or additional penalties. Methanol, also known as methyl alcohol, wood alcohol, or spirit, is a chemical compound with the chemical formula CH₃OH. It is the simplest form of alcohol. Methanol is a clear liquid that is volatile, flammable, and soluble in water. It has a distinctive odor similar to that of regular alcohol but is highly toxic. Prolonged inhalation of the vapors or contact with the skin can result in damage to the retina of the eye, which can ultimately lead to blindness. If swallowed, the substance can also be fatal.

The divergence of interests between consumers and businesses is a significant factor contributing to the likelihood of consumer disputes. When a business receives a complaint about its product, it will typically seek a closed settlement. However, the consumer's interest lies in having the dispute resolved through public channels, ensuring a complete and transparent outcome. The GCPL's unique approach to resolving consumer disputes offers a range of benefits to consumers, businesses, and even the government.

Table 3. This study examines the impact of refill perfume on consumers in accordance with the provisions of Law Number 8 of 1999 concerning Consumer Protection in Beringin District, Deli Regency.

No.	Respondent	Total	Percentage
1	The owner serve if there are consumers who report experiencing losses due to refill Perfume	0	0%
2	Businesses know who consumers should go to for their rights	20	100%
	Total	20	100%

From the table above, it can be concluded that of the 20 respondents who were given the questionnaire by the author, all stated that the refill perfume business actors did not serve if there were consumers who reported suffering losses due to refill perfume. From the table above, it can be concluded that a small proportion of business actors expressed a desire to serve if there were consumers who reported experiencing losses due to refill perfume.

The divergence of interests between consumers and business actors gives rise to the potential for significant consumer disputes. In the event of a complaint about their product, a business actor will seek a private settlement, whereas the consumer is more likely to favour a public resolution. The unique approach to resolving consumer disputes in accordance with the GCPL Law confers numerous advantages for consumers, business actors, and even the government.

In the event that the manufacturer and/or distributor declines to respond to the consumer's demand for compensation, the consumer is entitled to pursue legal action against the business actor. This may be done through the Consumer Dispute Settlement Body (BPSK) or by filing a lawsuit with the judicial body at the consumer's domicile. It is evident that alternative dispute resolution (ADR) mechanisms exist outside the judicial system, such as the BPSK, which is a body established to settle consumer disputes. Alternatively, consumers may choose to pursue their dispute through the district court, which has jurisdiction over the consumer's domicile.

To resolve consumer disputes, BPSK forms a panel with an odd number of members, consisting of at least three individuals representing all elements. It is assisted by a clerk. In this case, BPSK is required to settle consumer disputes within 21 days from the time the lawsuit is received by BPSK. Dispute settlement through BPSK is specifically for individual consumers who have disputes with business actors, with the nature of a quick and inexpensive settlement.

A small claim is a type of lawsuit that can be filed by consumers, despite the relatively modest value of the lawsuit in economic terms. There are three fundamental reasons why small claims are permitted in consumer cases. Firstly, the interests and parties of the plaintiff (consumer) cannot be measured solely by the monetary value of the loss. Secondly, there is a belief that the door should be open to anyone, including small and poor consumers. Thirdly, the objective is to maintain the integrity of the judicial bodies. In accordance with Article 60 paragraphs 1 and 2 of the Consumer Protection Law, BPSK is empowered to impose administrative sanctions in the form of a determination of compensation of a maximum of Rp 200,000,000.00 (two hundred million rupiah) that can be imposed on business actors. Consequently, the BPSK was originally established to resolve minor disputes, which, if the dispute is resolved in court, will actually disadvantage the consumer because the cost of the case that must be borne by the consumer is greater than the value of the loss.

The existence of a court in the life of the community does not exempt it from its primary obligation, namely receiving, examining, and adjudicating and resolving every case submitted by the community. In order to study the law in relation to the main task of the court, it is necessary to understand the court in terms of its operation (law in action) in its social context. Courts are formed not only to fulfill the constitutional structure, but also to meet the needs of the people who seek justice. Hartono's opinion, as quoted by Muhammad Munir, posits that the law cannot be viewed independently of community life. Consequently, the law exists precisely as a fulfillment of the economic and cultural needs of society.

In the context of civil cases, there are two main avenues for settlement: the case is either decided by the judge and a resolution is reached before the court or judge, or the case is settled through a negotiated agreement between the parties. Muhammad Munir cited the opinion of Nader and Todd, who defined adjudicative dispute resolution as a process whereby a case or dispute is decided by the court (judge). Adjudicative dispute resolution occurs when a third party intervenes, namely judges who have the authority to adjudicate decisions based on applicable provisions without the parties to the dispute wanting or not wanting the contents of the decision. In such cases, the role of the court is to impose a decision (verdict) in the event that the dispute or case is resolved adjudicatively.

However, Muhammad Munir, who cited the opinion of Nader and Todd, posited that a case or dispute is resolved by mediation if the dispute or case is resolved by peace in the presence of a court session. Mediated dispute resolution occurs when a third party intervenes, namely the court (judge), who attempts to reach an agreement between the parties to the dispute. The role of the court is merely to confirm the terms of the settlement, regardless of whether it is in the form of a peace verdict in a mediated dispute. Monokin and Kornhauser refer to this method of settlement as "in the shadow of the law," while Sapiro refers to it as "shadow amagery."

CONCLUSIONS

The results of the research entitled "The Impact of Refill Perfume According to Law Number 8 of 1999 concerning Consumer Protection" indicate that the implementation of legal protection for refill perfume consumers based on Law Number 8 of 1999 concerning consumer protection in Beringin District, Deli Serdang Regency has not been executed in accordance with the intended purpose. This is evidenced by the continued disadvantage of consumer rights by business actors in terms of refill perfume. The responsibility of business actors for losses suffered by consumers who use cosmetic products, in this case refill perfumes, is contingent upon the clarity of the product label. In the event that there are complaints from the public due to the use of refill perfumes without label clarity, the business actors are held responsible for these complaints. This responsibility is delineated in Article 19 of GCPL. The responsibility of business actors is also referenced in Article 1365 of the Civil Code, which states: "Every act that is unlawful and brings harm to another person obliges the person who causes the harm through his fault to replace the loss." In accordance with Article 19 of Law Number 8 of 1999 concerning Consumer Protection, consumers who have been harmed as a result of using dangerous refillable perfume oil may pursue legal remedies through out-of-court dispute resolution. This process is carried out by the Consumer Dispute Resolution body, which aims to reach an agreement on the form and amount of compensation. Alternatively, consumers may pursue legal remedies through dispute resolution in court, which is carried out if out-of-court dispute resolution is declared unsuccessful by one of the parties or by the parties to the dispute. The Consumer Dispute Resolution body is responsible for reaching an agreement on the form and amount of compensation, as well as legal remedies through dispute resolution in court. This is carried out if out-of-court dispute resolution is declared unsuccessful by one of the parties or by the parties to the dispute. The court is the venue for dispute resolution efforts, which are conducted in accordance with the relevant provisions of the general court.

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