

Tinjauan yuridis perjanjian waralaba antara pt kiei dengan ny nv = Juridical review of franchise agreement between pt kiei and ny nv

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Abstrak

Waralaba di Indonesia dilangsungkan berdasarkan suatu Perjanjian Waralaba antara Pemberi Waralaba dan Penerima Waralaba. Hal ini diwajibkan dalam Peraturan Pemerintah Nomor 42 Tahun 2007. Secara teoritis, perjanjian didasarkan pada kesepakatan kedua pihak. Tetapi, sudah menjadi hal yang lumrah, bahwa Penerima Waralaba ada di posisi yang lebih lemah dan rawan dirugikan. Salah satunya, adalah keberadaan klausula non-agen yang melepaskan kewajiban Pemberi Waralaba. Berdasarkan Permendag Nomor 53/M-DAG/PER/8/2012, telah diwajibkan beberapa hal untuk dicantumkan di dalam Perjanjian Waralaba. Pemenuhan kewajiban pencantuman tersebut harus dipastikan dalam Perjanjian Waralaba, guna menjamin Perjanjian Waralaba tetap sesuai dengan hukum Indonesia dan memberikan perlindungan bagi Penerima Waralaba. In Indonesia, a franchise is based on a franchise agreement between the franchisor and the franchisee. This is a must, according to Government Regulation No. 42 Year 2007. Theoretically, an agreement is mutually agreed by both side. However, it is well known that in a franchise agreement, the franchisee usually have a weaker position and prone to loss. One of the example is the presence of clause of non agency, which make the franchisor freed from its liabilities to the franchisee. According to the Minister of Trade Regulations No. 53/M-DAG/PER/8/2012, there is some things required in the franchise agreement, which is obligatory. Fulfilment of this obligation is needed to ensure that the franchise agreement is not violating Indonesian law and giving enough protection to the franchisee.