



## Aspects of Civil Law in Wedding Organizer Service Agreements with Installment Payments

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### Abstract

*Current developments have made various aspects of human life easier, one of which is asking other parties to take responsibility for managing all aspects of a wedding, known as a wedding organizer. However, wedding organizer agreements do not always run smoothly. There are many legal issues that arise from wedding organizer agreements, one of which is default, where the WO agreement does not match the agreement. This is what attracted the author to conduct research on wedding organizers, Research method: The type of research used is normative legal research using a state approach. The legal sources used are primary law, secondary legal materials, and tertiary law. Research results: It is explained that the civil law aspects of the legal subjects who enter into the agreement are competent and have fulfilled the elements of a valid agreement, namely agreement and legal protection for the users of wedding organizer services, namely that the party in breach of contract can refer to Articles 1243 and 1246 of the Civil Code, namely that if one party fails to fulfill its obligations in the agreement, it can claim compensation such as costs, compensation, and interest.*

**Keywords:** *Wedding Organizer; Agreement; Installment Payments.*

## INTRODUCTION

The current development of the times has made various aspects of human life easier, one of which is asking other parties to take responsibility for managing all aspects of a wedding event, known as a wedding organizer. The task of a wedding organizer is to ensure that all the wedding day agenda, from the reception to the dinner, runs smoothly. The work arrangement of a wedding organizer is a form of cooperation between wedding service companies. The agreement is made in writing, either with full payment or in installments. The agreement covers the scope of cooperation, costs and obligations of the parties, duration, and other provisions. However, in taking legal action, this is considered a breach of contract.<sup>1</sup>

A wedding organizer consists of several crew members who coordinate to make the wedding event happen. Several organizational structures of a wedding organizer are in charge, namely the planning team, catering, bridal attendants, wedding venue security, equipment, and guest reception, of course, the agreement with the wedding organizer (WO) is a legal document that outlines the rights, obligations, and agreements between the client and the WO, including event details, scope of services, costs, payment methods, and cancellation terms. These documents must be ensured to guarantee the certainty of rights and obligations, which are important components of the agreement, namely the identities of the parties, event details, scope, costs and payments, cancellations, and dispute resolution. This can be made in a contract letter in this agreement.<sup>2</sup> Contract letters need to be carefully considered and written down, as this will help prevent fraud, which is becoming

<sup>1</sup> Pertama Sudaryat, Sudjana, *Hak Kekayaan Intelektual* (Bandung: Oase Media, 2010).

<sup>2</sup> H. Moch. Isnaeni, *Perkembangan Hukum Perdata Di Indonesia*, Laksbang Grafiika, Yogyakarta, (Jakarta: Laksbang Grafiika, 2015).

increasingly prevalent. Contracts or agreements are important and useful as proof of agreement between parties, namely the wedding organizer and the client. The function of a clear contract is to explain the client's wishes and the efforts that will be made to fulfill them in detail, maintaining mutual trust and security because it legally binds the parties involved. The second function of a wedding contract is to maintain mutual security because it legally binds the parties involved, demonstrating the professionalism of the wedding service provider to the client. The third function is to address problems and disputes in the event of a disagreement.

The agreement letter requires all information from both parties to be complete, including names, addresses, objectives, duration, agreement contents, and other details as specified in the joint agreement. It also requires the signatures and stamps of the cooperating parties as a sign of approval. Typically, the wedding organizer's agreement letter covers pre-wedding day consultations regarding wedding ideas and events, providing input and organizing the wedding. It also recommends vendors selected by the client (vendors who have already made arrangements with the bride and groom). We will remind the bride and groom about the vendors that have not yet been selected, after holding a meeting to discuss the wedding event (event rundown) that fits the schedule of both the WO and the bride and groom, then holding and leading a technical meeting attended by all relevant vendors and holding and leading a rehearsal before the big day, if necessary.<sup>3</sup>

Legal issues arising from contracts are certainly encountered in society. One case encountered by the author occurred in the city of Bekasi, where dozens of prospective brides and grooms in Bekasi fell victim to fraud committed by a wedding organizer. One of the victims, whose initials are L, was planning a wedding in January 2025 and had spent Rp 56 million to use the services of Harmoni Wedding. The money was paid in installments to the organizer, identified as A, over nine payments, and the payments were not yet fully settled. The total value of the wedding organizer package is Rp 60 million, according to Lina at the Metro Bekasi Police Station. However, on the wedding day, the decorations and the quantity of food provided were deemed unsatisfactory by the service purchaser. There is also a resident of Solo who was scammed by a wedding organizer. The victim, whose initials are I, planned to hold the wedding reception at a meeting hall, but like L, there was a discrepancy between the brand requested and the one provided by the wedding organizer.<sup>4</sup>

Based on the two cases above, if we refer to the inconsistency, then the condition can be said to be a breach of contract, a term taken from the Dutch word *wanprestati*, which means not fulfilled. If we refer to the condition, then the inconsistency can be said to be a breach of contract. *Wanprestasi* is a term taken from the Dutch word *wanprestatie*, which means the non-fulfillment of a promise or obligation in an agreement. Based on the meaning in the KBBI (Big Indonesian Dictionary), *wanprestasi* is a situation where one party (usually in an agreement) Based on the meaning in the Big Indonesian Dictionary Based on Article 1243 of the Civil Code, which states that a debtor who continues to fail to fulfill their obligation to reimburse costs, losses, and interest.<sup>5</sup>

The wedding organizer, who is responsible for managing everything, neglected the client's order in terms of the buyer not complying with the agreement. This can be examined

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<sup>3</sup> Rifqi Devi Lawra and Yulfa Mulyeni, "Analisis Dasar Hukum Jual Beli Melalui E-Commerce : Perspektif Hukum Perdata Dan Ekonomi Syariah," *Journal of Innovation Research and Knowledge* 1, no. 8 (2022).

<sup>4</sup> "Ibid," n.d.

<sup>5</sup> Raharjo, *Ilmu Hukum* (Bandung: Citra Adytia Bakti, 2000).

in the research written in this scientific paper, which looks at the civil law aspects of the wedding organizer service agreement with installment payments.<sup>6</sup>

They are responsible for managing everything on the wedding day and ensuring that all plans are followed. Problems in using these services include material and immaterial issues such as products/services that do not meet expectations, hidden costs, fraud, lack of empathy, customer service, and complaints that are not handled thoroughly. To overcome this, consumers need to choose a trusted service provider, check costs transparently, request a tracking number, read other customer reviews, and understand the terms and conditions.

## METHODS OF THE RESEARCH

The research method used in this study is normative juridical. Normative juridical is an approach based on primary legal materials by examining theories, concepts, legal principles, and legislation related to this study.<sup>7</sup> The approaches used are the legislative approach, the regulatory approach, and the conceptual approach.<sup>8</sup> The specifications of this research are a legislative approach and a conceptual approach. The specifications of this research are descriptive analytical research, namely research.<sup>9</sup>

## RESULTS AND DISCUSSION

### A. Subject of The Law On Wedding Organizer Service Agreements with Installment Payments

Legal subjects are known in law as holders of rights and obligations under the law. In everyday life, where a series of powers are exercised, there are institutions to carry out these powers. To exercise these powers, it is recommended that there be laws that also require legal subjects as a means and prerequisite. Civil law recognizes individuals and legal entities, both of which can have legal rights and obligations. Individuals become legal subjects from birth, while legal entities such as companies and foundations also have the same rights and obligations to perform legal acts, such as owning assets, suing or being sued.<sup>10</sup>

Humans (natural persons), individuals have rights and obligations from birth until death. Even fetuses can be considered legal subjects if it is in their best interests, such as in the case of inheritance. Legal authority, such as that of a person, is limited by age and mental condition, so that the requirements for legal competence to perform legal acts are met.<sup>11</sup> The legal subject of a wedding organizer service agreement with installment payments is the legal subject of the party entering into the agreement. This is seen in that they can have rights and obligations, in that humans have subjective rights and obligations guaranteed by law and can perform acts such as entering into contracts or owning property. A person is considered legally competent to perform legal acts if they are an adult (21 years of age or married and of sound mind, unless otherwise specified by law). In addition to legal entities, individuals are also legal subjects.

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<sup>6</sup> "Ibid."

<sup>7</sup> Sulistyowati Irianto, *Memperkenalkan Studi Sosiolegal Dan Implementasi Metodologisnya, Dalam Sulistyowaty Dan Sidharta (Eds), Metode Penelitian Hukum Konstelasi Dan Refleksi*, Hlm 177. Lihat Juga Dalam Sulistyowati Irianto Dalam Buku Yang Sama, *Praktik Hukum: Perspektif Sosiole* (Jakarta: Yayasan Obor, 2009).

<sup>8</sup> Sunaryati Hartono, *Penelitian Hukum Di Indonesia Akhir Abad Ke XX*, (Bandung: Alumni, 1994).

<sup>9</sup> "Ibid."

<sup>10</sup> Subekti, *Hukum Perjanjian* (Jakarta, 2010).

<sup>11</sup> Agus Yudha Hernoko, *Hukum Perjanjian Azas Proporsionalitas Dalam Kontrak Komersial*, (Jakarta: LaksBang Mediatama, 2008).

Humans can be considered legal subjects who can perform legal acts once they reach the age of 21 or marry before that age. This provision is regulated in Article 330 of the Civil Code, which states that an adult is someone who has not yet reached the age of 21 or is not yet married. Based on Law Number 1 of 1974 concerning Marriage, an adult is a man or woman who has reached the age of 19. Legal subjects also serve to regulate relationships between legal subjects through the rights and obligations held by each. The element of rights is the power or authority granted by law to a person who can do something and which becomes a challenge, namely the element of obligation of others to recognize that power.<sup>12</sup>

Referring to Algra's view, a legal subject is any person who has rights and obligations, meaning that they have legal authority. Legal authority is defined as the authority to have rights and obligations. This is because it is a principle of civil law that all of a person's assets are legally liable or subject to legal authority. Of course, this has rights and obligations which are also related to wedding organizer agreements. A similar definition is expressed by E. Uterecht, who states that a legal subject is a supporter of rights, namely a person or entity that is legally empowered to be a supporter of rights. A legal subject has the power to support rights and obligations.<sup>13</sup> Adulthood means that a person is legally deemed capable of performing legal acts or acting autonomously. Meanwhile, minors can only perform legal acts through a guardian or curator. (curatele means being placed under the guardianship or supervision of another party because the law considers the person to be mentally incompetent or suffering from memory loss and blindness. Except for minors, the responsibility for supervision lies with their father and mother or guardian.

A legal entity (recht person) is an organization or association that can have rights and obligations like a human being. Examples include companies (limited liability companies/PT), foundations, or even local governments when acting in a civil capacity. A legal entity is also defined as an entity or association that can have its own assets and can have rights and obligations and perform legal actions like a human being through its administrators. Examples of legal entities include Limited Liability Companies (PT), State-Owned Enterprises, Foundations, and government agencies.<sup>14</sup> A legal entity is a legal body that can participate in legal activities such as owning property, filing lawsuits, or even being sued in legal proceedings. One expert named A. Ridwan Halim (in Cut Prayitno) explains that a legal subject is anything that has rights and obligations across legal boundaries. In this context, it is referred to as a legal subject or rechtsperson. Some examples of legal entities include government corporations and others.<sup>15</sup> The wedding organizer agreement, in which there are parties known as the wedding organizer service users and the users. The wedding organizer service provider (WO) is a legal PT, but its legality may vary. Wedding organizers that are legal entities such as PT (limited liability companies) are legally recognized and more trustworthy, while wedding organizers that are not legal entities may operate as sole proprietorships, firms, or CVs (Commaditariere vennotschap) that are legal entities.

Expert Soedjono Dirdjosisoworo, in his book *Introduction to Legal Entities*, states that a legal entity is an association or organization that is established and can act as a legal subject, for example, it can own property, enter into agreements, and so on. Referring to the

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<sup>12</sup> Achmad Ali, *Menguak Tabir Hukum* (Jakarta: Candra Prima, 1996).

<sup>13</sup> and Herts Taunamang Paendong, Kristiane, "Kajian Yuridis Wanprestasi Dalam Perikatan Dan Perjanjian Ditinjau Dari Hukum Perdata" 3 (2022), <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/41642>.

<sup>14</sup> Achmad Ali, *Menguak Tabir Hukum (Suatu Kajian Filosofis Dan Sosiologis)* (Jakarta: Toko Gunung Agung, 2002).

<sup>15</sup> yahya M, *Segi-Segi Hukum* (Bandung, 2008).

discussion of legal entity theories written by P.N.H Simanjuntak in his book, *Indonesian Civil Law*, he outlines several theories regarding legal entities and the basis for justifying that legal entities are legal subjects that have the following rights and obligations: the fiction theory (*fictie theorie*). This theory was proposed by F.C Savignya, who argued that legal entities do not actually exist. It only exists to explain something and occurs because humans create it based on the law. According to him, legal entities are. This organ theory was proposed by Otto von Giekle, who argued that legal entities are organs, just like humans, that manifest themselves in legal interactions and can express their will through several tools at their disposal, such as members, just like humans with their five senses.

According to legal experts, a legal entity is defined as an association of people who jointly establish an organization (association) and separate assets for specific purposes. Legal entities are created for at least the following types of purposes: non-profit oriented, where the orientation is not to make a profit; legal entities are generally free to choose the type and purpose of the legal entity itself; legal entities generally have requirements, namely the existence of assets that are separate from the assets of the individuals acting on their behalf, the existence of a specific purpose, the existence of their own interests and those of a group, and the existence of a structured organization.

In general, legal entities are given the freedom to choose the type and purpose of their objectives. According to the author, this also needs to be considered by prospective brides and grooms. This is supported by Article 28E paragraph (3) of the 1945 Constitution of the Republic of Indonesia, which states that every constitutional citizen has the right to freedom of contract, assembly, and expression. Legal entities are known to be divided into two types. Legal entities are those whose purpose is to establish a business and legal entities that are associations whose purpose is not to establish a business and legal entities that are associations whose purpose is not to obtain wealth to be distributed among their members.<sup>16</sup>

## **B. Legal Certainty of Wedding Organizer Agreements**

Certainty is a guarantee that the law is clearly consistent and accessible so that the public knows what they can and cannot do, and is protected from arbitrary actions. This also means that court decisions must be carried out and individual rights are guaranteed without discrimination as stipulated in Article 28D paragraph (1) of the 1945 Constitution. Legal certainty also means clear and consistent rules, whereby laws must be made clearly so as not to cause doubt or multiple interpretations and must be accessible to the public.

According to Gustav Radbruch, the objectives of law consist of three basic values, namely justice (*gerechtigheit*), utility (*zwecmarten*), and legal certainty (*rechtkeit*).<sup>17</sup> Their implementation is used for the principle of priority. Justice can be prioritized over the values of utility and legal certainty. Gustav Radbruch explains that there is a scale of priority in achieving legal objectives, where priority is given to the achievement of values. Jeremy Bentham, a figure in the utilitarian school of thought, sought to realize what is useful or functional. Bentham stated that "The aim of law is the greatest happiness for the greatest number." According to the essence of happiness, it is pleasure and a life free from misery.

Another definition of legal certainty is the principle that the law must be clear to subjects so that they can adjust their actions to existing rules and so that the state does not act

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<sup>16</sup> Busro, *Hukum Perikatan Berdasarkan Buku III KUH Perdata* (Yogyakarta: Pohon Cahaya, 2011).

<sup>17</sup> Agus Yudha Hernoko, *Hukum Perjanjian Azas Proporsionalitas Dalam Kontrak Komersial*,.

arbitrarily in exercising its power. A wedding organizer agreement is considered a legal subject in which the legal subjects carrying out legal actions are clear. There are clear rules that must be obeyed by both parties. It is expected to be fair, so that no party acts arbitrarily in the wedding organizer agreement. Of course, this is also good for creating order between the two parties.

Legal certainty is measured by the fairness of the rules established in agreements and by the middle class and upper class not showing favoritism in punishing legal subjects. This certainly also has an impact on government regulations that provide a sense of security for the community, which undoubtedly requires legal institutions that regulate and consider justice in a precise and targeted manner. Objective law enforcement, which must be applied impartially to all people. Court decisions must be binding and enforceable. Protection from arbitrariness, whereby the community is protected from the arbitrary actions of the government or other parties. Everyone is entitled to the rights and protections guaranteed by law.

Behavioral adjustments are characterized by legal certainty, whereby citizens can adjust their behavior to existing rules because they know the consequences of their actions. The purpose of legal certainty is to create social order, whereby legal certainty aims to create order in society that guarantees the rights and obligations of every citizen are protected and secured. Furthermore, the purpose and benefit of this is to avoid conflicts arising from legal ambiguity or multiple interpretations. In a country that prioritizes the rule of law as a means of providing security and comfort to its society, it is certainly necessary to have legal institutions that regulate and weigh justice in a precise and targeted manner.<sup>18</sup>

### C. Legal Protection for Wedding Organizer Service Users

Legal protection, according to Setino, is an action or effort to protect the community from arbitrary acts by authorities that are not in accordance with the law, in order to realize order and peace so that people can enjoy dignity. Legal protection is closely related to the aspect of justice. According to Soedirman Kartohadiprodjo, the essence of the purpose of law is to achieve justice. Therefore, the existence of legal protection is one of the ways to uphold justice, particularly economic justice, especially for investors.

Legal protection is an activity to protect or preserve society in order to achieve justice. Legal protection is constructed as a form of service and the subject of protection. Of course, legal protection always refers to rights and obligations. Rights are something we must obtain, while obligations are something we must do. The creation of a contract gives rise to a legal relationship that results in rights and obligations. The fulfillment of rights and obligations is the legal consequence of a contract. In other words, the legal consequence of a contract is actually the implementation of the contract itself. Article 1339 of the Civil Code states that a contract is not only binding.

## CONCLUSION

Civil law covers various areas that govern relationships between individuals, such as contract law, property law, family law (including marriage and inheritance), liability law, and civil law relating to business and companies. These aspects also include dispute

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<sup>18</sup> Kristiyoni, "Budaya Internet: Perkembangan Teknologi Informasi Dan Komunikasi Dalam Mendukung Penggunaan Media Di Masyarakat," *Jurnal Scriptura*, n.d.

resolution, professional liability, and evidence. The author reviews the issue from subject of law on wedding organizer service agreements with installment payment, Legal certainty of wedding organizer agreement, and Legal protection wedding organizer service users. The wedding organizer agreement, in which there are parties known as the wedding organizer service users and the users. The wedding organizer service provider (WO) is a legal entity, but its legality may vary. Wedding organizers that are legal entities, such as PT (limited liability companies), are legally recognized and more trustworthy, while wedding organizers that are not legal entities may operate as sole proprietorships, firms, or CVs (Commaditariere vennotschap) that are legal entities. In general, legal entities are given the freedom to choose the type and purpose of their objectives. According to the author, this also needs to be considered by prospective brides and grooms. This is supported by Article 28E paragraph (3) of the 1945 Constitution of the Republic of Indonesia, which states that every constitutional citizen has the right to freedom of contract, assembly, and expression. Legal entities are known to be divided into two types. Legal entities are those whose purpose is to establish a business and legal entities that are associations whose purpose is not to establish a business and legal entities that are associations whose purpose is not to obtain wealth to be distributed among their members. Behavioral adjustments are characterized by legal certainty, whereby citizens can adjust their behavior to existing rules because they know the consequences of their actions. The purpose of legal certainty is to create social order, whereby legal certainty aims to create order in society that guarantees the rights and obligations of every citizen are protected and secured. Furthermore, the purpose and benefit of this is to avoid conflicts arising from legal ambiguity or multiple interpretations. In a country that prioritizes the rule of law as a means of providing security and comfort to its society, it is certainly necessary to have legal institutions that regulate and weigh justice in a precise and targeted manner.

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