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Legal Protection for Consumers for Non-Conformity of Wedding Organizer Services

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Abstract
The wedding organizer (WO) service industry in Indonesia is growing rapidly in line with the high public demand for professional wedding planning. However, the increase in the use of WO services is also accompanied by various legal problems, especially the incompatibility between the promised services and the services actually provided to consumers. This research endeavors to scrutinize the framework of legal protection afforded to consumers regarding the non-conformity of wedding organizer services and the ensuing liability of business actors, utilizing the specific case of Wedding Organizer Ayu Puspita Sejahtera. The methodologies employed comprise normative legal research, integrating a statute approach, a conceptual approach, and a case approach. Legal data utilized encompasses primary sources namely statutes and regulations alongside secondary sources, including academic literature and scientific journals, supplemented by tertiary materials. The empirical findings reveal that consumers aggrieved by the non-conformity of WO services are granted legal safeguards via Law Number 8 of 1999 concerning Consumer Protection (UUPK) and the Civil Code (KUHPerdata). Pursuant to Article 4 of the UUPK, consumers possess an inherent right to receive services aligning with the promised exchange rate, obtain accurate and truthful information, and secure equitable compensation for any losses sustained. The liability of business actors of WO Ayu Puspita Sejahtera can be qualified as a default based on Article 1238 and Article 1243 of the Civil Code, as well as a violation of the obligations of business actors as stipulated in Article 7

and Article 19 of the Civil Code. This study concludes that the sectoral regulatory gap for wedding organizers in Indonesia weakens the legal position of consumers and makes it difficult to prove service non-conformity, so special regulations are needed that regulate the minimum standards of wedding organizer services to provide certainty and legal justice for consumers.

KEYWORDS
Consumer Protection, Wedding Organizer, Service Irregularities, Default, Business Actors' Liability

Introduction

Marriage is a social and cultural event that has a high sacred value for the Indonesian people, thus giving rise to various business opportunities in the field of wedding event organizing services. According to figures from the Central Statistics Agency (BPS), the number of marriages in Indonesia has fluctuated in recent years. In 2018, more than 2 million couples were recorded, but this number decreased to around 1.57 million couples in 2023 and around 1.47 million couples in 2024.[1] Although this trend is declining, the wedding industry still has great potential because people still consider marriage as a moment that needs to be prepared carefully and professionally.

Wedding trends surveys show that around 92.5% of respondents use the services of a wedding planner or wedding organizer to help organize various aspects of the wedding event.[2] Wedding Organizers (WOs) play an important role in planning and executing the entire series of wedding events efficiently and organized. Practically, the statutory affiliation between WO and patrons derives from a service contract which explicitly generates mutual entitlements and binding responsibilities for every participating entity.

[1] Central Statistics Agency, *Number of Marriages in Indonesia in 2018-2024* (Jakarta: Central Statistics Agency, 2024), https://www.bps.go.id/
[2] Bridestory and Katadata Insight Center, *Wedding Trends Survey 2023* (Jakarta: Bridestory & Katadata Insight Center, 2023), https://katadata.co.id/

As the use of WO services increases, various potential legal problems that are detrimental to consumers have emerged. Inconsistencies in the services provided with the agreed agreements, such as inappropriate service results, delays in implementation, or unilateral cancellations, raise problems regarding the fulfillment and protection of consumer rights. One real example is the case of Wedding Organizer Ayu Puspita Sejahtera who offered service promos to the bride-to-be, but in its implementation it was not fully realized according to the initial agreement, causing losses for a number of consumers.[3]

These circumstances demonstrate an imperative necessity for consumer protection, particularly considering that patrons often occupy inherently disadvantaged statuses during juridical engagements involving WO service industry practitioners. Law Number 8 of 1999 concerning Consumer Protection (UUPK) comprehensively establishes the specific entitlements and liabilities of clientele, alongside the corresponding accountability of commercial operators. Furthermore, Article 4 of the UUPK explicitly formulates and systematically safeguards the fundamental rights of consumers across nine distinct provisions. Within the framework of wedding organizer operations, the three most fundamental entitlements include: initially, the prerogative to obtain assistance corresponding exactly with the stipulated exchange value, stipulations, and assurances (Article 4 letter b), dictating that patrons possess the entitlement to acquire every matrimonial provision precisely as delineated within the contract; subsequently, the prerogative to accurate, unambiguous, and truthful data concerning the stipulations and assurances of operations (Article 4 letter c), compelling planners to avoid presenting deceptive details throughout any commercial proposition; and finally, the prerogative to obtain indemnification, restitution, and/or compensation whenever the assistance

[3] "The Case of By Ayu Puspita, an Alarm of Weak Governance of the Wedding Organizer Industry," *Compass*, 15 December 2025, https://nasional.kompas.com/read/2025/12/15/06571361/kasus-by-ayu-puspita-alarm-lemahnya-tata-kelola-industri-wedding-organizer

provided contradicts the contract or falls below the expected industry normative standards (Article 4 letter h). These three rights form a normative foundation that protects consumers from any form of service mismatch carried out by WO business actors.[4]

Moreover, Article 19 paragraph (4) of the UUPK states that executing such restitution does not dismiss the prospect of subsequent criminal indictment supported by additional verification, thereby rendering the accountability of market entities dual-layered, containing concurrent civil as well as penal obligations. Article 19 paragraph (5) introduces the exclusive waiver, specifically that this financial compensation mandate becomes void whenever the corporate supplier can substantiate that the detriment was triggered by the customer directly. Such manifests the doctrine of inverted onus (omkerring van bewijslast) thereby imposing the obligation of persuasion upon the corporate supplier, rather than the client, so that the legal position of consumers becomes stronger than in the ordinary default mechanism based on the Civil Code.[5]

While multiple prior investigations exist regarding the juridical bond connecting WO with their respective clientele, there are still limited studies that specifically highlight the incompatibility of WO services to consumers and the effectiveness of the legal protection provided. This research fills the gap in the study by focusing on the analysis of the non-conformity of WO services to consumers and the effectiveness of the implementation of the UUPK through a case study on WO Ayu Puspita Sejahtera.

Predicated upon this context, this inquiry establishes two primary interconnected inquiries. Initially, what model of juridical guardianship can be allocated to patrons concerning the structural nonconformity of amenities executed by Wedding Organizer Ayu Puspita Sejahtera. Subsequently, how is the underlying accountability of market operators for

[4] Celina Tri Siwi Kristiyanti, *Consumer Protection Law* (Jakarta: Sinar Grafika, 2017).
[5] Pasha Athallah Rasyad and Reva Fitri Ramadani, "The Role of Law Number 8 of 1999 concerning Consumer Protection in Responding to the Responsibility of Business Actors to Consumer Complaints," *Journal of Law and Citizenship (CAUSA)*, 2024, https://ejournal.warunayama.org/index.php/causa/article/download/7548/6942

damages suffered by clientele because of provisions that do not match the mutually established contract. Both focal expressions of the dilemma are essential to be analyzed for the purpose of rendering elucidation regarding the statutory posture of purchasers along with the thresholds of corporate liability within the actual execution of delivering ceremonial coordination operations.

Aligning with the established research questions, this scholarly investigation endeavors to explore and evaluate comprehensively the operational framework of judicial guardianship allocated to purchasers pursuant to Law Number 8 of 1999 concerning Consumer Protection, specifically regarding distinct instances of structural discrepancy within the professional performance of Wedding Organizer Ayu Puspita Sejahtera. Furthermore, this inquiry additionally seeks to scrutinize the accountability of commercial vendors regarding damages sustained by clientele, encompassing both tangible and intangible. Consequently, this analysis is anticipated to offer a scholarly and functional contribution toward reinforcing patron preservation while optimizing the liability of corporate entities throughout the amenities industry.

Methods

This study represents a normative legal research dedicated to exploring and dissecting juridical defenses for buyers facing service deviations by wedding arrangement vendors, particularly analyzing the specific instance of WO Ayu Puspita Sejahtera. Normative legal research was selected because the primary concentration is fixed upon written lawful tenets controlling buyer shielding, the respective prerogatives and tasks of participants, plus the liabilities of corporate business suppliers. [6]

The approach used includes: (1) the statute approach, which is to review all regulations related to consumer protection and service agreements; (2) conceptual approach, which is to analyze relevant legal

[6] Peter Mahmud Marzuki, *Legal Research* (Jakarta: Kencana, 2021).

concepts; and (3) case approach, which is to analyze the application of legal norms in real practice in WO Ayu Puspita Sejahtera.

The substance of legal data stands as: primary legal materials in the framework of laws and regulations (UUPK No. 8 of 1999, Civil Code, Law No. 7 of 2014 concerning Trade, and related regulations); secondary legal materials under the configuration of scholarly literature, academic periodicals, dissertations, plus pertinent outcomes from prior investigations; along with the tertiary legal materials within the arrangement of law glossaries and auxiliary validating references. The gathering process for legal materials is executed via literature studies through cataloging and evaluating diverse jurisprudential publications associated with the study dilemmas, subsequently examined qualitatively through illustrating and decoding the active statutory mandates and connecting these toward the issue of non-conformity regarding WO provisions.

Result and Discussion

1. Consumer Legal Protection for Non-Conformity of WO Ayu Puspita Sejahtera Services

The phenomenon of service mismatch that occurs in the practice of wedding organizers basically has similarities with problems in other service sectors. In this practice, the absence of specific legal regulations and weak supervision of business actors create vulnerabilities for consumers, both in terms of legal certainty and the fulfillment of their rights. This condition shows that there is a gap between the development of service practices in the community and the available legal framework, so that consumer protection has not run optimally.[7]

Within the structural realm of consumer protection law, despite the absence of specific legislation that definitively governs wedding coordinators, purchasers nonetheless possess a statutory foundation to assert their entitlements via Law Number 8 of 1999 concerning Consumer Protection and the provisions in the Civil Code. The legal accountability of commercial operators remains enforceable predicated upon the doctrine of liability regarding damages sustained by clients, stemming from either contractual breach or tortious conduct. Consequently, the performance deviation instituted by the matrimonial planning agency is deemed a breach concerning the corporate commitment demanding vendors to render provisions harmonious with the stipulated contract, thereby triggering lawful penalties manifested as an unavoidable responsibility for allocating financial restitution back to aggrieved service users.

The problems that occurred to Wedding Organizer Ayu Puspita Sejahtera began with the offer of service packages to the bride-to-be which in practice were not fully implemented in accordance with the predetermined agreement. Such empirical evidence clearly illustrates that an apparent divergence emerges separating the guaranteed contractual covenants from actual operational performance, thus rendering this behavior classifiable as an outright contractual breach as referred to in Article 1238 of the Civil Code. Moreover, this misconduct yields serious ramifications involving the infringement of user liberties, specifically the core entitlement to acquire amenities conforming to the covenant as stipulated in Article 4 of the Consumer Protection Law (UUPK).

Legal protection constitutes a systematic instrument provided through codified regulations toward legal subjects ensuring that their rights

[7] Muhamad Fadhlinaufal Sukma Ramadhan and Ubaidillah Kamal, "Legal Protection for Illegal Online Motorcycle Taxi Users Based on Social Media in the Event of an Accident," *Lex Journal: Law and Justice Review* Vol. 9, No. 1 (2025): 157–171.

are neither infringed nor jeopardized by external actors. According to Philipus M. Hadjon (1987), legal protection for the Indonesian people can be divided into two forms, namely preventive legal protection and repressive legal protection. Preventive legal protection functions to preclude emerging conflicts, whereas repressive legal protection operates to adjudicate grievances which have already manifested. Both distinct structures of institutional insulation stand interdependent and mutually reinforcing when establishing regulatory predictability for the community.

Satjipto Rahardjo (2010) delineates legal protection as a mechanism safeguarding an individual's entitlements through distributing formal authority allowing them to enforce their personal prerogatives.[8] Az. Nasution (1995) posited that consumer protection law constitutes an element of consumer law encompassing prescriptive doctrines or standards designed to safeguard user welfare.

Under the tenets of consumer protection law, initiatives safeguarding disadvantaged buyers are classifiable into dual core dimensions, specifically preventive legal protection and repressive legal protection.[9] Preventive legal protection operates to preclude conflicts from inception via codifying the operational responsibilities shifting onto commercial vendors. Under this framework, market suppliers are obligated to deliver precise, transparent, and non-misleading data to consumers prior to contractual execution, as stipulated in Article 7 letter b of the UUPK. Furthermore, the mandates in Article 8 and Article 10 of the UUPK similarly enforce the restriction prohibiting business entities from manufacturing, presenting, or advertising amenities in an untruthful, deficient, or deceptive fashion, essentially serving as preemptive mechanisms neutralizing commercial actions injurious to consumers.

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[8] Celina Tri Siwi Kristiyanti, *Consumer Protection Law* (Jakarta: Sinar Grafika, 2017)
[9] Hadjon, P. M. (1987). *Legal protection for the people in Indonesia* (Surabaya: Bina Ilmu).

Conversely, repressive legal protection represents an institutional safeguard administered subsequent to the manifestation of infringements or conflicts. Under these circumstances, consumers maintain the statutory prerogative to demand restitution or indemnification regarding damages sustained, as stipulated in Article 19 of the UUPK. This specific remedial scheme encompasses monetary refunds, cost replacements, or alternative proportional redress. To exercise these entitlements, consumers are authorized to navigate multiple conflict settlement pathways, specifically via out-of-court mechanisms incorporating the Consumer Dispute Resolution Agency (BPSK) pursuant to Article 45 and Article 49 of the UUPK, utilizing the Non-Governmental Consumer Protection Agency (LPKSM), or pursuing litigation procedures within general judicial tribunals adhering to governing civil law provisions.[10]

Furthermore, within the framework of national jurisprudence, government institutions bear a fundamental duty guaranteeing that buyer safeguarding is executed productively, particularly regarding conflict settlement. This becomes crucial in dilemmas involving small-scale commercial entities like wedding organizers, wherein the negotiating posture of consumers remains structurally disadvantaged. Consequently, the establishment of BPSK stands highly strategic by offering an uncomplicated, expedited, and affordable adjudication framework compared to conventional judicial litigation.

In addition, it warrants emphasis that within the juridical bond uniting the wedding organizer and the consumer, the executed performance contract constitutes the foundational cornerstone generating mutual entitlements and liabilities. Any operational discrepancy regarding service delivery not only triggers civil accountability manifested as a default, but similarly harbors the capacity to induce administrative or even criminal jurisprudential exposure should fraudulent components or bad faith be

[10] Republic of Indonesia. (1999). *Law Number 8 of 1999 concerning Consumer Protection*.

established during commercial solicitation. Consequently, it remains imperative for consumers to comprehend their legal prerogatives, while corporate entities must operate utilizing doctrines of prudence, good faith, and rigorous professionalism.

Pursuant to Article 1 number 2 of the UUPK, consumers are defined as individuals utilizing commodities or provisions circulating within the community, whether directed toward personal, familial, third-party, or biological entity welfare, excluding commercial redistribution. Within the sphere of WO services, consumers comprise prospective matrimonial couples or households engaging such professional amenities for individual satisfaction instead of attempting any subsequent resale for prospective profit-making enterprise.

Regarding WO operations, the paramount entitlements for consumers encompass the prerogative to secure provisions mirroring the contracted pact (Article 4 letter h of the UUPK) alongside the right to seek indemnification whenever performance deviations manifest (Article 4 letter h jo. Article 19 of the UUPK). The position of consumers in relation to WO business actors tends to be weaker, both in terms of information, legal knowledge, and bargaining power[11]. This imbalance is the basis for justifying the need for strong legal protections for consumers.

Breach or injury of promise signifies a state wherein a signatory party fails to execute contractual duties as stipulated. Pursuant to Article 1238 of the Civil Code, default manifests once the debtor remains in non-compliance despite formal notification regarding their failure to provide the mandatory performance under the legal pact. Default can manifest: (1) not meeting performance at all; (2) late completion of achievements; (3) accomplish achievements unworthily; or (4) do something prohibited by the agreement.

[11] Anggraini and Hartantien, "Consumer Protection in Legal Relations between Business Actors and Consumers," 2024.

In the context of WO services, service discrepancy is a form of default where the services provided are not in accordance with what has been agreed in the service agreement. Service inconsistencies can be in the form of: service quality that does not meet the promised standards, vendors used are different from those agreed, facilities that are not available or do not meet specifications, the implementation of events that are not on time, or unilateral cancellation by the WO. The juridical ramification concerning default involves an imperative mandate for commercial vendors to render indemnification, as strictly mandated pursuant to the provisions of Article 1243 of the Civil Code and Article 19 of the Civil Code.

Consequently, this research inquiry warrants investigation to delineate the breadth of legal protection afforded to consumers regarding service discrepancies perpetrated by Wedding Organizer Ayu Puspita Sejahtera, alongside identifying the most efficacious dispute resolution mechanism aimed at ensuring the comprehensive realization of consumer rights within the current regulatory framework governing commercial service obligations and their respective remedial pathways for aggrieved parties in such transactional dispute.

2. The Responsibilities of the Prosperous Business Owners

Pursuant to the stipulations of Article 19 of the Consumer Protection Law (UUPK), Wedding Organizer Ayu Puspita Sejahtera as a commercial entity carries a mandatory statutory duty to facilitate indemnification for damages sustained by consumers arising from service non-compliance. Such accountability is inherently objective, implying that the business actor retains liability for consumer losses devoid of any necessity to establish elements of negligence, provided that the vendor fails to demonstrate that said losses originated from force majeure circumstances categorically situated outside their sphere of operational influence.

Within the operational conduct of wedding organizer services, the juridical bond connecting commercial entities and consumers originates from a service agreement which systematically generates corresponding entitlements and binding duties for every involved party. The inconsistency in the implementation of services by the Wedding Organizer Ayu Puspita Sejahtera reflects the non-fulfillment of the achievements as agreed, thus causing legal consequences in the form of an obligation to compensate for losses suffered by consumers.

Wedding Organizer (WO) is a professional service provider who is in charge of planning, managing, and executing the entire series of wedding events according to the client's wishes and needs. Viewing the matter through a business law perspective, a WO constitutes a service-sector commercial entity governed by the dictates of treaty law (Article 1313 of the Civil Code) alongside mandates defined within consumer protection law (UUPK No. 8 of 1999).

Operationally, WO's business activities include wedding consultation, preparation of event concepts and themes, vendor coordination, budget management, decoration, catering, documentation, and supervision of all wedding events. The legal relationship between WO and the consumer (bride-to-be) is based on a reciprocal service agreement, where the WO is obliged to provide services according to the agreement, while the consumer is obliged to pay for services according to the agreed value. [12] The regulatory framework governing WO operations originates from several foundational legal instruments, specifically: (1) Civil Code, particularly Book III on Engagement; (2) Law Number 8 of 1999 concerning Consumer Protection; (3) Law Number 7 of 2014 concerning Trade; (4) Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises

[12] Bhagaskara and Tarina, "The Legal Relationship between Wedding Organizers and Consumers in Service Agreements," 2024.

(applicable for WO classified as MSMEs); and (5) Regional Regulations pertaining to commercial operational licensing requirements.

Damages originating from such defaults are categorizable into dual dimensions: material losses and immaterial losses. Specifically, material losses encompass quantifiable pecuniary deficits, exemplified by transaction fees already disbursed by consumers for services either entirely withheld or executed inconsistently with the pre-established contractual provisions stipulated within the agreement. Meanwhile, immaterial losses include non-economic losses, such as the loss of the opportunity to enjoy the sacred moment of marriage optimally, the occurrence of emotional stress, deep disappointment, and the psychological impact felt by consumers. Both categories of damages possess a formal legal foundation for litigation, pursuant to Article 1246 of the Civil Code which governs costs, losses, and interest. This prerogative is further reinforced by mandates under Article 19 of the UUPK, which entitles consumers to secure equitable and appropriate financial compensation.

The accountability of commercial entities constitutes a mandatory burden requiring the provision of restitution for damages sustained by consumers resulting from commodities or services failing to satisfy contractual standards. Within the Indonesian jurisprudence framework, dual foundations govern such liability: liability based on breach of contract and liability based on unlawful acts (illegelijke daad). Furthermore, Article 19 of the UUPK explicitly dictates that business actors bear the onus of indemnification regarding harm, contamination, or losses incurred by consumers through the utilization of goods or services professionally traded.

Article 7 of the UUPK codifies the mandatory duties imposed upon business actors, encompassing, inter alia: exercising good faith throughout commercial operations; delivering accurate, transparent, and truthful data; treating consumers with fairness, honesty, and non-discrimination;

ensuring the excellence of provided commodities or services; granting consumers the prerogative to examine or test specific offerings; facilitating indemnification for damages originating from product utilization; and providing comprehensive restitution, compensation, or reimbursement whenever goods or services rendered fail to align with the pre-agreed contractual stipulations. These statutory mandates underscore the fundamental necessity of maintaining professional integrity within the entire consumer-business transactional relationship.

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The doctrine of liability within Indonesian consumer protection law primarily operates under the principle of liability based on fault; however, it concurrently acknowledges the principle of strict liability under specific circumstances. Regarding instances of non-compliance within WO services, business actors may incur legal accountability rooted in the fault-based doctrine, as it is demonstrably evident that they failed to fulfill pre-agreed performance obligations (default), as stipulated by the provisions established in Article 1238 and Article 1243 of the Civil Code.[13]

Furthermore, the accountability of business actors transcends mere civil liability, potentially extending into the criminal domain should they contravene existing statutory mandates. Article 62 of the UUPK explicitly dictates that business actors who breach the obligation to furnish accurate, transparent, and truthful information as mandated in Article 7 letter b, alongside the prohibition against offering or promoting services in a misleading fashion as stipulated in Article 10, may be rendered liable to criminal sanctions, encompassing either custodial sentences or severe fiscal penalties depending on the severity of the offense committed by the offending party.

In addition, if operational practices reveal an element of intentionality aimed at deceiving or defrauding consumers, such conduct may alternatively be qualified as a criminal act of fraud, in strict accordance with the provisions mandated under Article 378 of the Criminal Code of the republic. This shows that wedding organizer business actors are not only required to fulfill their contractual obligations, but also must run their business in good faith, transparency, and professionalism to avoid heavier legal consequences.

Thus, Wedding Organizer Ayu Puspita Sejahtera's legal responsibility not only includes the obligation to compensate consumers for the losses caused, but also includes potential administrative and criminal liability. Therefore, it is imperative to comprehensively examine the nature and boundaries of business actor liability within this context to establish

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[13] Muhammad Rhougust and Institut Rahmaniyah Sekayu, "Civil Legal Liability for Breach of Contract in Indonesia: Case Analysis and Practice," *Journal of Law, Social Science and Humanities*, 2025

legal certainty and ensure the provision of optimal protection for all affected consumers.

Conclusion

Based on the research findings, it is concluded that legal protection for consumers regarding the non-conformity of wedding organizer services is normatively established within Law Number 8 of 1999 concerning Consumer Protection and the Civil Code. However, in operational practice, such protection remains suboptimal due to the profound absence of specific sectoral regulations that comprehensively delineate standardized operational parameters and service requirements for wedding organizer entities operating within the current jurisdiction. The non-conformity of services carried out by WO Ayu Puspita Sejahtera can be qualified as a default that gives rise to the obligation of compensation for business actors, both materially and immaterially, pursuant to the mandatory stipulations prescribed under Article 19 of the UUPK and Article 1243 of the Civil Code.

It is recommended that the government immediately prepare special regulations that regulate the minimum standards of wedding organizer services as well as more effective supervision mechanisms, including the establishment of standard operating procedures (SOPs) and certification systems for business actors in this field. Business actors are expected to increase professionalism, transparency, and good faith in running their businesses, as well as clarify the content of contracts so as not to cause multiple interpretations. Consumers must exercise heightened diligence in comprehending contractual contents, ensuring explicit clarity regarding the rights and obligations of both parties, and proactively request written documentation for every agreement, thereby ensuring that any potential financial or legal losses in the future can be effectively minimized.

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