

Legal Aspects of Save-Loan Business Activities Agreement at Sejahtera Saving-Loans Cooperatives, Pasir Jambu District, Bandung, West Java

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Abstract

The legal aspects of the agreement in the savings and loan business activities of the Sejahtera Pasir Jambu Savings and Loan Cooperative (Koperasi Simpan Pinjam). The problem in this research is how the legal aspects of the agreement in the savings and loan cooperative activities are, and how the study of the position of the Prosperous Savings and Loans Cooperative in the event of a default. In this study, the method used was the empirical normative legal research method, namely research conducted by conducting secondary research first and then proceeding with researching primary data in the field. Empirical normative is also research that examines the implementation or implementation of positive legal provisions factually in each particular legal event. The study aims to ascertain whether the results of the application of the legal event are following the provisions of the legislation. So, this research needs secondary data and primary data. Based on the results of the study, it is known that the Pasir Jambu Prosperous Savings and Loans Cooperative is not yet a legal entity, the savings and loan agreement is made by applying and will be assessed for feasibility by the Pasir Jambu Prosperous Savings and Loans Cooperative if it is deemed feasible, the signing of the credit agreement will immediately be carried out. The conclusion of the problem faced by the Cooperative Savings and Loans Cooperative Sejahtera Pasir Jambu is the occurrence of bad loans. The written agreement is intended as evidence in the event of a dispute. Although for certain agreements, if the written form cannot be carried out, the agreement is invalid, then the form of an agreement made by the Sejahtera Savings and Loans Cooperative is following the applicable provisions.

Keywords

legal aspects of agreements;
savings and loans; cooperatives



I. Introduction

Savings and loan cooperatives are one type of cooperative that has the main activity of providing depository services and lending funds to cooperative members with the aim of advancing the welfare of cooperative members and the community.

The Indonesian government has implemented many policies related to large, medium, and small business partnerships by taking various forms such as cooperatives with a trading system, vendor patterns, subcontracting patterns, and coaching patterns.

All of the policies mentioned above involve many parties, ranging from community members of cooperatives, the banking world, both private and government, Bank Indonesia, State-Owned Enterprises, large, medium, and small companies of course various ministries within the Government, such as the Ministry of Finance, Ministry of Cooperatives and Small Business. Medium Small and Medium Entrepreneurs. Cooperatives aspire to be one of the economic actors in the national economy with the aim

of prospering its members and society. The economic condition of the population is a condition that describes human life that has economic score (Shah et al, 2020).

In fact, after more than seven decades of Indonesian Independence, there is not much to be proud of, both at the national and international levels. In the last decade, the government has taken strategic steps with “total cooperative reform” which is described through the stages of reorientation, rehabilitation, and development. Efforts to change the orientation of cooperative development in terms of quality, not quantity.

In terms of organizational structure and managerial processes, companies in general and cooperatives have many similarities. However, because the philosophy of cooperatives is different from ordinary companies, their characteristics are also different. These differences include, among others, terms of purpose/motivation, nature of ownership, decision-making system (highest), profit sharing, organizational character, and owner-customer relationships, including one share, one vote, and one man one vote.

By taking into account the position of the KSP Sejahtera Savings and Loans cooperative as mentioned above, the role of cooperatives is very important in growing and developing the economic potential that has the characteristics of democracy, and togetherness, kinship, and openness.

Many people think that a cooperative is just an ordinary financial institution, even though a cooperative is a business entity consisting of individuals or a cooperative legal entity that bases its activities on cooperative principles as well as a people's economic movement based on the principle of kinship.” (R.T. Sutantya Rahadja Hadhikusuma, 2000: 60).

The purpose of this savings and loan cooperative is for the community to be able to save in the cooperative so that people can feel calm in saving their money. With the existence of this savings and loan cooperative, the community can make loans to cooperatives with small interest.

Indonesian cooperatives can move in all economic life and play a role in people's lives. The main activity of this savings and loan cooperative is to collect term cooperative savings and cooperative savings from members and provide loans to other cooperative members.

While the savings and loan relationship is also a form of engagement, in the opinion of the author, it is a form of development of the Lending and Loan Agreement which has long been known in Civil Agreement Law and is an interesting topic to discuss.

Today cooperatives continue to expand their business in the field of business to keep up with the limited needs of their members, broadly by looking at the opportunities and current economic needs, savings and loan cooperatives are cheaper and the current economic needs compared to other credit agencies such as banks. With the increasing number of cooperatives in Indonesia, there is a need for legal protection that regulates cooperative activities.

II. Review of Literature

The Indonesian government is trying to develop vertical cooperation through various industrial partnership policies with various motivations such as developing the people's economy, fostering small industries and cooperatives, technology diffusion from large to small industries, and others.

The agreement in the Civil Code regulated in Book III concerning Engagement states that an agreement is an act by which one or more persons bind themselves to one or more persons. In the continental concept, the placement of agreement arrangements in Book III

of BW Indonesia on the Law of Engagement indicates that the agreement is indeed related to property issues (*Vermogen*). (Agus Yudha Hernoko, 2010: 14).

According to Setiawan, the formulation is not only incomplete but also very broad, incomplete because it only mentions unilateral agreement, and very broad because the use of the word "action" includes voluntary representation and unlawful acts. (Setiawan, 1985:8)

The word action also includes without consensus, including taking care of the interests of others (*zaakwaarneming*) and unlawful acts (*onrechtmatige daad*). This shows that the meaning of "action" is broad and has legal consequences;

An agreement is a legal action based on an agreement between two or more people to cause legal consequences that can be forced by law. (A. Qirom Meliala, 1985:8)

Although the term agreement is found in many laws and legal literature, as well as scholarly opinions, it can be concluded that: "Agreement can be interpreted as a legal relationship between an offer from one party and a legal act of acceptance from another party.

The agreement has 3 (three) elements, namely: Essential Elements, Natural Elements, and Accidental Elements. According to J. Satrio, the agreement has two elements, namely: an essential element, and not an essential element. (2002:57)

III. Research Method

The method is an absolute element that must exist in the implementation of research activities so that it can be directed and not deviate so that good and accountable results can be obtained. Research methods are important in an effort to achieve certain goals in research. This is to avoid an impression and judgment that the author is made in a perfunctory way and without being supported by complete data.

This research uses normative juridical and empirical juridical research methods. Normative juridical research is research that discusses legal doctrines or principles. Empirical normative research is research conducted by conducting secondary research first and then continuing by conducting research on primary data in the field. (Zainuddin Ali, 2009:12)

The approach method that the author uses in this research is the descriptive-analytical method, which is a method that reveals the laws and regulations relating to legal theories that are the object of research. Likewise, the law in implementation in society with regard to the object of research.

3.1 Data Type

Research is a scientific activity related to construction analysis that is carried out methodologically, systematically, and consistently. What is meant by "methodological means according to a certain method or method, systematic is based on a system, consistent means the absence of things that are contrary to a certain framework." (Tatang M. Amirin, 2000: 92)

In this preparation, the data used is secondary data, namely data obtained from literature studies which include various books, laws and regulations, and other library materials. Based on the data obtained, the data sources are divided into two, namely:

a. Secondary data

Secondary data include, among others, official documents, books, research results in the form of reports, diaries, and so on.

b. Primary Data

Primary data is data obtained by researchers directly from the first source, namely individuals or communities, and from administrators and members of the Sejahtra Pasir Jambu Savings and Loans Cooperative (KSP). To obtain primary data, researchers collected data directly from the community through interviews with cooperative management, questionnaires, and participatory and non-participatory observations.

3.2 Data Collection Technique

The data collection techniques in this study are: interviews were conducted with dialogue/oral dialogue between researchers and respondents. Respondents consisted of administrators and members of the Sejahtra Pasir Jambu Savings and Loan Cooperative (KSP). The interview is also a two-way communication between the writer and the respondent to obtain primary data more quickly by gaining confidence that the interpretation given by the respondent is correct. Interviews were conducted by making a list of questions in a sequential and systematic manner according to what had been prepared.

IV. Results and Discussion

4.1 General Condition and Geographical Location of Pasirjambu Village

The condition of the area of Pasirjambu Village, Pasirjambu District, Sukabumi Regency. One of the areas that are part of Bumi Pasundan is Pasir Jambu Village in Pasir Jambu District, Bandung Regency, West Java. This village, which is 180 km from Jakarta, is classified as a village with abundant natural resources, especially in agriculture, plantations, and tourism.

The potential of natural resources that support the food crop agricultural sector in Pasir Jambu District is currently very adequate. In "Pasir Jambu Sub-district in Figures 2014" it can be seen that rice production produced 1853.56 quintals, corn production produced 484.15 quintals, and cassava production produced 2,477.31 quintals and sweet potato production produced 1,027.01 quintals.

Community activities in the village and the Pasir Jambu sub-district and its surroundings feel safe, smooth, and efficient.

a. Geographical Location

In general, Pasir Jambu Village can be seen from:

1. Altitude from sea level:
 - a) Lowest: 1000 m.dpl.
 - b) Highest : 1,049 m.dpl.
2. Average Temperature: 22 Degree Celsius
3. Territory: Hills

b. Demographic

The population of Pasir Jambu Village as of the end of December 2014, is as follows:

1. Male : 3,976 people
2. Female : 4,242 people
- Total : 8,218 people
3. Number of Family Heads : 2,098 KK

c. Area

Pasir Jambu village only has an area of 145.1 ha, consisting of:

1. Settlement : 30 ha.
2. Rice Fields : 80 ha.
3. Farmland/Moor : 30 ha.
4. Field Land : 1 ha.
5. Office : 1 ha.
6. Pond : 0.5 ha.
7. Graveyard : 0.7 ha.
8. Others : 1.9 ha.

d. Borderline

1. In the north it is bordered by Cukanggenteng Village.
2. In the east it is bordered by Cisondari Village.
3. To the south, it is bordered by Tenjolaya and Ciwidey villages.
4. In the west, it is bordered by Mekarmaju and Cikoneng villages.

e. Arbitration

1. Distance to the District Office : 250 m, travel time 3 minutes.
2. Distance to the Capital District : 11 Km, travel time 30 minutes.
3. Distance to the provincial capital : 31 Km, travel time 90 minutes

f. Territory Division

1. Hamlet : 4 Hamlet
2. Rukun Warga / RW : 14 RW
3. Neighborhood Association / RT : 51 RTKondisi Ekonomi

According to the results of data collection in 2020, the community's economy is not yet stable enough, although the economic facilities and infrastructure in Pasir Jambu Village are adequate with the presence of several Banks/BPRs as well as several cooperatives and other supporting facilities such as roads and irrigation, namely:

a) Financial / Capital Institutions

- 1) Banks : 4 pieces
- 2) Savings and Loan Cooperatives : 4 pieces
- 3) Village Unit Cooperatives : 1 unit

b) Road Facilities

- 1) Provincial Road : + 2 km
- 2) District Road : + 1.2 km
- 3) Village Road : + 1.5 km
- 4) Dusun Road : + 0.5 km

c) Residents' Livelihoods

- 1) Farmers : 645 people
- 2) Farm laborers : 729 people
- 3) Civil Servants : 113 people
- 4) Home Industry Craftsmen : 154 people
- 5) Merchant : 436 people
- 6) Breeders : 20 people
- 7) Mechanic : 17 people
- 8) Private Doctor/Mantri/Medical Practice : 3 people

9) Midwife Practice	: 4 people
10) TNI/POLRI	: 11 people
11) Pensioners	: 111 people
12) Small/Medium Enterprises/Household Industry	: 103 people
13) Private Company Employees	: 117 people
14) Transport Equipment/Ojeg/Driver/Delman	: 260 people
15) Tailor/Convection	: 165 people
16) Part time Labor	: 607 people

g. Village Potential

Village potential is an ability that can be developed in the development of a village. The potential of the village includes the natural and human conditions in it and the results of human work. The potential of a village consists of a natural component and a human component. The village development program is one of the government's efforts to improve the standard of living and the welfare of the people in the rural environment. The objectives are as follows:

1. Laying a solid foundation for society.
2. Develop their own strengths and abilities in carrying out village.

4.2 Legal Aspects of Savings and Loan Agreements at the Savings and Loans Cooperative (KSP) Sejahtera Pasirjambu

The existence of the Sejahtera Siman Loan Cooperative (KSP) has learned many lessons, valuable experiences in 2016 and even previous years. At the beginning of 2016 the Cooperative business legalized PAD, a legal entity with a deed of ratification number 518/BH/PAD/Kep.15-Kop/2016 and came into force on March 30, 2016 at the same time as the Cooperative Siman Pinjam (KSP) Sejahtera.

The management of the Prosperous Siman Loan Cooperative (KSP) in Pasirjambu Sub-district needs to be continuously supported and must be maintained and continuously improved services to members, loan services and understanding between management and members so that they have the same point of view, as members of the cooperative to feel they own and manage the cooperative seriously. - earnestly so as to create good cooperation, and grow trust from each party, between the management and the management, between the management and supervisors as well as with the members. It is hoped that this pattern of relationships will continue to be nurtured and developed accompanied by a sense of mutual respect, a form of respect for the members who have put their trust in us.

In connection with the above matters, the implementation of activities that have been carried out during 2018 include:

- a. Capital Sector
 1. Principal Savings IDR 50,000.00
 2. Mandatory Savings IDR 20,000.00
 3. Voluntary Savings (Idul Fitri savings and deposits)
- b. Business Fields and Services:
 1. Provide a loan with a priority of three times the deposit, a minimum of IDR 500,000.00 and a maximum of IDR 10,000,000.00 with a maximum repayment period of 24 installments.
 2. Provide extraordinary loans to members who have a disaster (ill/accident)

c. Development/Development Sector

Completing construction and adding equipment that is still lacking and replacing equipment that has been damaged as a means of providing services to members.

The transfers of receipts and expenditures of the Prosperous Savings and Loan Cooperative (KSP) of Pasirjambu District for 2018 are as follows:

1. Capital / savings
2. Mandatory Savings in 2018 of IDR 592,717,975.00
3. Loans granted to members in 2018 amounted to IDR 1,720,336.
4. Income received in 2016 was Rp. 166,189,224.00 and in 2017 it was Rp. 144,507,507.00, decreased by Rp. 21,681,717.00 (13%). This is due to bad credit/delayed payments from members.
5. Costs incurred in 2016 were Rp 46,172,400.00 and in 2017 Rp 44,273,202.00 decreased by Rp 1,899,198.00 (4%)
6. Calculation of Operating Results obtained in 2016 was Rp. 120.016824.00 and in 2017 was Rp. 100.234.305.00, decreased by Rp. 19.782.519.00 (16.48%)
7. Routine activities and other activities
 - a) The office is open every Monday and the time for receiving pensions from banks or Post and Giro offices is at the beginning of the 2nd, 3rd, and 4th of the month, making it easier for members to communicate and consult.
 - b) In each village a group leader is appointed as an information liaison
 - c) Regular recitations are held every month on the 3rd Thursday of the week
 - d) Holding Lebaran Savings which will be returned before Eid accompanied by service fees and Eid gifts.
 - e) Calendar sales whose profits will be returned to members and add to the Remaining Profits.
 - f) To increase the activities of the Prosperous Savings and Loan Cooperative (KSP) every month, it is supported by death and social security services of 1% of the amount earned.

In 2018 the management as managing all cooperative activities to achieve goals in accordance with existing capabilities by referring to the work plan and RAPB that has been programmed, does not show an increase or decrease. This is due to a decrease in the number of borrowing members and delays in returning loans from members (bad loans) as well as the allocation of unexpected expenses.

In everyday life, the term of agreement is very often heard and also very often done by the community, for example: sale and purchase agreements, lease agreements, savings and loan agreements, exchange agreements, and other types of agreements. The agreements made are basically free in form, can be made orally, and can also be applied in written form. However, agreements that are applied in written form are usually used only as evidence. To find out the true meaning of an agreement is not easy because there are many opinions of legal experts in providing the formulation of the agreement. (Wan Sadjaruddin, 1992:24)

The author feels the need to provide some understanding of the agreement according to several experts who talk about the engagement (*van verbibtenissen*) which has an open nature, meaning that the contents can be determined by the parties with several conditions, namely not contrary to public order, morality and the law. (Handri Raharjo, 2009:76)

According to Tan Kamello, "Agreement is a legal relationship between two or more people based on an agreement on something with the aim of causing legal consequences. The legal relationship referred to here is a two-sided legal action." Literally the word

"*verbinten*" which is a take over from the word "obligation" in the French civil code thus means that the engagement is an obligation on one of the parties in the legal relationship of the engagement.

From the several meanings of the agreement that have been stated above, it can be concluded that the form of the understanding of the agreement itself is a legal relationship between two or more people that gives rights to one party and obligations on the other side to fulfill an agreed thing (achievement). According to Handri Raharjo (2009:41), there are several weaknesses in the definition of the agreement according to the Civil Code including:

- 1) In the Civil Code it is stated that "It is an act" according to Handri Raharjo this meaning is too broad, it should be narrowed down to "It is a legal act"
- 2) From the above understanding it is also found that "only 1 party binds himself, this is incomplete so that it can be called a unilateral agreement, it should "bind each other"
- 3) What the goal that is not clear, should be clarified.

Improvements to the definition of an agreement according to Handri Raharjo are: "A legal relationship in the field of assets based on an agreement between one legal subject and another, and between them (the parties/legal subjects) bind themselves together so that one legal subject is entitled to achievements. which as well as other legal subjects are obliged to carry out their achievements in accordance with the agreements that have been agreed upon by the parties and cause legal consequences."

In general, the agreement is not bound to a certain form, it can be made orally or in writing. The written agreement is intended as evidence in the event of a dispute. Although for certain agreements, if the written form cannot be carried out, the agreement is invalid.

In the agreement, in general, several elements are made, namely: (a) The parties, there are at least two people. The parties acting as the subject of the agreement may consist of individuals or legal entities. (b) Agreement between the parties, before making an agreement or in making an agreement the parties have the freedom to bargain between them (c) There is a goal to be achieved either by themselves or by another party, as the subject of the agreement . In achieving its objectives, the parties are bound by the stipulation that these objectives must not conflict with the law, morality and public order. (d) There are achievements that must be carried out, the parties in an agreement have certain rights and obligations that are mutually contradictory to one another. If one party is obliged to fulfill an achievement, for the other party it is a right and vice versa. (e) There are certain forms of an agreement that can be made orally or in writing.

In the event that an agreement is made in writing, it is made in accordance with the existing provisions. Certain conditions in an agreement must contain certain conditions, because a valid agreement is binding as law, for those who make it.

This does not arise by itself, but because of legal actions from legal subjects as supporters of rights and obligations. So, the agreement is born as a result of a process of action or actions of the parties involved in it. Based on an agreement, the parties promise to bind themselves to each other to realize certain goals.

In such case, the agreement is always based on the agreement or agreement of the parties, the agreement that is born from the agreement occurs when there is an offer from one party followed by an acceptance from the other party. What is received, must match what is offered. This is primarily about the purpose of an agreement. This goal can be said explicitly (*uitdrukkelijk*) or it can be said quietly (*stilzegend*). (Wirdjono Prodjudikoro, 1981:11)

4.3 Implementation of the Legal Aspects of the Agreement on the Business Activities of the Prosperous Savings and Loans Cooperative (KSP) of Pasirjambu

The Savings and Loans Cooperative (KSP) Sejahtera Pasirjambu was founded as a cooperative that specializes in saving and loan activities with the main objective of helping all members of the cooperative who are in financial difficulty. (Results of Interview with Hj. Emma, Management of the Cooperative KSP Sejahtera Pasirjambu Bandung on 20 December 2021)

The Savings and Loans Cooperative (KSP) Sejahtera Pasirjambu is a valid form of agreement because it fulfills 4 legal requirements for an agreement, namely:

a. Agreement of the Parties

In the activities of the Sejahtera Pasir Jambu Savings and Loans Cooperative (KSP) involved two parties, namely the Cooperative (KSP Sejahtera Pasir Jambu) as creditors and their members as debtors. When someone decides to become and is accepted as a member of the Sejahtera Pasir Jambu Savings and Loans Cooperative (KSP), at that time there has been an unwritten agreement that creates a legal relationship between the two parties, namely between an individual and the Cooperative which is considered a legal subject.

b. Competency of the Parties

The conditions that must be met to become a member of the Sejahtera Pasir Jambu Savings and Loans Cooperative (KSP) are:

1. Membership Type
 - a) Ordinary Members are members who have been able to be responsible for meeting the needs of daily life or have income/salary.
 - b) Extraordinary members are members who are considered unproductive (old age) to fulfill their daily lives.
2. General requirements of ordinary members
3. Indonesian citizens.
4. 17-65 years old.
5. Able to take legal action.
6. Have a clear identity and permanent domicile.
7. Physically and mentally healthy.
8. Have a source of income and/or productive business such as trade, agriculture, livestock, crafts and services.
9. Willing to take part in the entire educational series of prospective members.
10. Willing to follow and attend all meeting and educational activities organized by the Cooperative.
11. Do not have a business that is contrary to cooperative principles, legal norms, and decency.
12. Have a clear identity and a permanent domicile.
13. Physically and mentally healthy.
14. Willing to carry out all obligations and responsibilities as a prospective member of the general public.
15. Do not have a business that is contrary to cooperative principles and legal norms.
16. The administrative requirements are the same as for ordinary members.

Seeing this requirement, it is clear that the elements of the ability to act of the parties are also considered by the Savings and Loans Cooperative (KSP) Sejahtera Pasir Jambu to avoid things that are not desirable in the future.

c. Specific things

In the business activities of the Savings and Loans Cooperative (KSP) Sejahtera Pasir Jambu in the form of savings and loans, it can be seen that the object that acts as a certain thing is money. The Savings and Loans Cooperative (KSP) Sejahtera Pasir Jambu promises to be willing to accommodate a certain amount of money from members as savings and to provide part of the credit for members who need it under certain conditions. Members of the KSP Sejahtera Savings and Loans Cooperative are obliged to pay for stock deposits and pay installments along with interest in the event of having a loan to the Pasir Jambu Sejahtera Savings and Loan Cooperative (KSP).

d. Halal Cause

The fourth condition of an agreement is a lawful cause, because what is meant in this cooperative is the content of the agreement itself. An agreement cannot be made if it does not have a cause. This requirement is also fulfilled in the relationship between the KSP Sejahtera Savings and Loans Cooperative with its members where the main purpose of the KSP Sejahtera Savings and Loan Cooperative is to help provide welfare and improve the economy of members and the community around Pasirjambu Village. With the purpose of this cooperative, it creates a legal relationship with its members, has a lawful and valid cause as a form of agreement. (Results of Interview with Hj. Emma, Management of the Cooperative KSP Sejahtera Pasirjambu Bandung on December 20, 2021)

The following elements of credit that can be seen in the lending business activities of the KSP Sejahtera Savings and Loan Cooperative are:

1. The element of trust

This element of trust is very closely related to the occurrence of credit. This trust is defined as the belief of the creditor that the achievement (money/goods) given will be received at the agreed time. This element of trust is easily found in the Sejahtera Pasir Jambu Savings and Loans Cooperative (KSP). If a member borrows money, the Cooperative gives trust to the borrowing member on terms and agreements that have been agreed in advance. The Sejahtera Pasir Jambu Savings and Loans Cooperative (KSP) also has the courage to take risks in the event of a credit crunch. Of course, this can happen because of the trust points of the Savings and Loan Cooperative to its members in terms of providing loans/credits.

2. The element of time period

The period of time is defined as the existence of a certain grace period between awarding achievements and returning them. The element of time period is one of the main characteristics in the occurrence of credit.

In the Savings and Loans Cooperative (KSP) Sejahtera Pasir Jambu that members can repay their loans in accordance with the agreed agreement and the terms written and given previously. In the written agreement, the terms of the period are as follows: (Interview results)

- a) Loan size up to Rp. 1.000.000,- the maximum loan repayment period is 10 months.
- b) The loan size is Rp. 1.000.000,- up to Rp. 5.000.000,- the maximum loan repayment period is 12 months.
- c) The loan size is Rp. 5.000.000,- up to Rp. 15,000,000,- the maximum loan repayment period is 24 months.
- d) The loan size is Rp. 15,000,000, - up to Rp. 20,000,000,- the maximum loan repayment period is 36 months.

- e) The loan size is Rp. 20,000,000, - up to Rp. 35,000,000,- the maximum loan repayment period is 36 months.
- f) Loan size above Rp. 35,000,000,- the maximum loan repayment period is 72 months.
- g) Maximum housing loan size with a maximum repayment period of 72 months.
- h) The term of the loan in article 17 of the special regulations for members can still be adjusted according to the ability to repay loans by members.
- i) There is an element of risk level

By releasing achievements to other parties on the basis of mere trust from the creditor, in this case the Prosperous Savings and Loans Cooperative bears the risk, namely the possibility that the achievement will not return, or in credit, the credit provided may be bad or the member of the Savings and Loan Cooperative (KSP) prosperous does not pay at all. The existence of this level of risk in its development gives rise to provisions regarding the existence of debtor guarantees.

3. There is an element of interest/achievement

In the Savings and Loans Cooperative KSP Sejahtera Pasirjambu has an interest rate of 3.0 % per month in the Savings and Loans Cooperative this loan interest, besides of course supporting the operations of the Sejahtera Pasir Jambu Savings and Loans Cooperative (KSP), is also returned in the form of dividends to the borrower who incidentally is a member as a form of residual income which is distributed at the end of the annual meeting. The interest element is one of the elements that shows that the loan activity process is almost the same as credit in banking.

We can see the difference between loan activities at the KSP Sejahtera Savings and Loans Cooperative and banking financial institutions, the difference is that in the Sejahtera Savings and Loans Cooperative (KSP) each prospective borrower must be a member of the Cooperative who has been active for at least 6 months and has savings in the Savings and Loans Cooperative. The existence of this saving element is a difference from credit agreements in general. (Interview results, 20-12-2021)

From this discussion the author argues that in the savings and loan relationship at the Savings and Loans Cooperative (KSP) Sejahtera Pasirjambu there is a form of conditional agreement. In fact, this savings and loan relationship in cooperatives is a type of loan agreement with certain conditions.

For this reason, the Sejahtera Savings and Loans Cooperative (KSP) Sejahtera provides a requirement that new members can borrow after having an active period as a member of the Sejahtera Pasir Jambu Savings and Loans Cooperative (KSP) for a minimum of 6 months. For this reason, during the 6-month period the Savings and Loans Cooperative provides an assessment and consideration if a member applies for a loan to the Sejahtera Savings and Loan Cooperative Savings Cooperative (KSP) it is how regularly the member concerned fulfills his obligations to make deposits and how much savings the member has.

The larger the savings, the greater the loan that can be given by the Sejahtera Savings and Loans Cooperative (KSP) to each of its members, because the risk is smaller. Although for certain loan applications, the Sejahtera Savings and Loans Cooperative (KSP) is willing to provide loans that are much larger than the savings held by their members.

This can happen of course with certain guarantees and according to the agreed agreement. The savings and loan relationship between the Sejahtera Savings and Loans Cooperative (KSP) and its members is a form of loan agreement with tough conditions,

namely where the loan agreement will only occur if the member has had an active period of at least 6 months.

With the active member for at least 6 months, the loan can be carried out, members who are active for 6 months include saving funds and participating in the activities of the Prosperous Savings and Loans Cooperative (KSP). (Abdulkadir Muhammad, 2009:110)

This is related to the condition that the loan provided is adjusted to the amount of stock deposits owned by each member, which of course will not happen if the member's savings are empty.

V. Conclusion

Based on the discussion as the researcher stated above, the researcher gives several conclusions as follows:

1. Legal aspects of the agreement on savings and loan business activities at the Savings and Loans Cooperative (KSP) Sejahtera Pasirjambu.

Agreements on savings and loan business activities of the Sejahtera Pasirjambu Savings and Loans Cooperative (KSP) In general, the agreement can be made orally or in writing. The written agreement is intended as evidence in the event of a dispute. Although for certain agreements, if the written form cannot be carried out, the agreement is invalid, then the form of agreement made by the Prosperous Savings and Loans Cooperative is in accordance with the applicable provisions.

2. Implementation of the Legal Aspects of the Agreement on the Business Activities of the Prosperous Savings and Loans Cooperative (KSP) of Pasirjambu Sejahtera

The Prosperous Savings and Loans Cooperative (KSP) is not yet a legal entity, the position of the management of the Cooperative is as a complement to a legal entity, where their actions are also considered as actions of a legal entity, not on behalf of a person. Therefore, the Cooperative has a separation of assets and responsibilities between the management and the Sejahtera Pasirjambu Savings and Loans Cooperative (KSP), where in this case the management acts as a complementary organ that carries out the functions of the Savings and Loans Cooperative.

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