

ABSTRAK

Perkembangan teknologi informasi telah mendorong transformasi transaksi ekonomi ke dalam sistem digital, termasuk pada sektor perhotelan melalui aplikasi penyedia akomodasi atau *Online Travel Agent* (OTA). Kemudahan yang ditawarkan OTA dalam pemesanan hotel secara daring tidak terlepas dari berbagai permasalahan hukum, salah satunya praktik penarikan biaya tambahan oleh pihak hotel di luar harga yang telah tercantum dan dibayarkan melalui aplikasi. Praktik tersebut berpotensi merugikan konsumen karena bertentangan dengan prinsip transparansi informasi dan kepastian hukum dalam transaksi elektronik. Berdasarkan permasalahan tersebut, penelitian ini mengkaji dua rumusan masalah, yaitu apakah penarikan biaya tambahan oleh pihak hotel dapat dikualifikasikan sebagai perbuatan apa dan bagaimana bentuk perlindungan hukum bagi konsumen atas praktik tersebut.

Penelitian ini merupakan penelitian hukum normatif yang menggunakan pendekatan perundang-undangan (*statute approach*), pendekatan konseptual (*conceptual approach*), dan pendekatan kasus (*case approach*). Bahan hukum yang digunakan terdiri atas bahan hukum primer berupa Kitab Undang-Undang Hukum Perdata, Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik beserta perubahannya, serta peraturan terkait lainnya. Bahan hukum sekunder diperoleh melalui studi kepustakaan berupa buku, jurnal, dan pendapat para ahli. Analisis dilakukan secara deskriptif dengan menggunakan penafsiran gramatikal dan sistematis.

Hasil penelitian menunjukkan bahwa penarikan biaya tambahan oleh pihak hotel di luar harga yang tercantum dalam aplikasi dapat dikualifikasikan sebagai wanprestasi karena tidak sesuai dengan perjanjian yang telah disepakati melalui aplikasi. Perlindungan hukum bagi konsumen dapat diberikan secara preventif melalui kewajiban transparansi informasi harga dan pengawasan terhadap pelaku usaha, serta secara represif melalui mekanisme pengaduan, penyelesaian sengketa, tuntutan ganti rugi, dan gugatan berdasarkan Undang-Undang Perlindungan Konsumen maupun KUHPerdata.

Kata Kunci: Perlindungan Konsumen, Biaya Tambahan Hotel, Online Travel Agent (OTA), Wanprestasi, Transaksi Elektronik.

ABSTRACT

The rapid development of information technology has transformed economic transactions into digital systems, including the hospitality sector through Online Travel Agent (OTA) platforms. Despite the convenience offered by OTAs in facilitating online hotel reservations, various legal issues have emerged, one of which is the practice of hotels imposing additional charges beyond the price displayed and paid through the application. Such practices have the potential to cause financial loss to consumers as they contradict the principles of transparency and legal certainty in electronic transactions. Based on these issues, this study addresses two research questions: (1) how should the imposition of additional charges by hotels beyond the price stated in the OTA application be legally classified, and (2) what forms of legal protection are available to consumers against such practices?

This research is a normative legal study employing the statutory approach, conceptual approach, and case approach. The legal materials consist of primary legal sources, including the Indonesian Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions as amended, and other relevant regulations. Secondary legal materials were obtained through library research, including books, scholarly journals, and legal opinions. The collected legal materials were analyzed descriptively using grammatical and systematic methods of legal interpretation.

The findings indicate that the imposition of additional charges by hotels beyond the price stated in the OTA application may be legally classified as a breach of contract, as it is inconsistent with the agreement concluded through the electronic platform. Legal protection for consumers may be provided through preventive measures, including obligations to ensure price transparency and supervision of business actors, as well as through repressive measures, including complaint mechanisms, dispute resolution procedures, claims for compensation, and legal actions based on the Consumer Protection Law and the Indonesian Civil Code.

Keywords: Consumer Protection, Hotel Surcharges, Online Travel Agents (OTAs), Breach of Contract, Electronic Transactions.