

## CHAPTER I

### INTRODUCTION

#### A. Background of Research

Human being needs justice for their lives because it is the main purpose of law. Meanwhile, human and law cannot be separated. Therefore, the law must be enforced fairly. It is stated in al-Qur'an Sura al-Maidah verse 42:

سَمْعُونََ لِلْكَذِبِ أَكَلُونَ لِلسُّحْتِ فَإِنْ جَاءُوكَ فَاحْكُم بَيْنَهُمْ أَوْ  
أَعْرِضْ عَنْهُمْ وَإِنْ تُعْرِضْ عَنْهُمْ فَلَنْ يَضُرُّوكَ شَيْئًا وَإِنْ حَكَمْتَ  
فَاحْكُم بَيْنَهُم بِالْقِسْطِ إِنَّ اللَّهَ يُحِبُّ الْمُقْسِطِينَ ﴿٤٢﴾

*(They are fond of) listening to falsehood, of devouring anything forbidden. If they do come to thee, either judge between them, or decline to interfere. If thou decline, they cannot hurt thee In the least. If thou judge, judge In equity between them. for Allah loveth those who judge In equity.<sup>1</sup>*

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<sup>1</sup>The English Translation of Quran Application by Yusuf Ali.

Injustice is parallel with the social disorder. This context of injustice applies the principle of *Pacta Sunt Servanda* (Agreements Must Be Kept).<sup>2</sup> The meaning of this principle is an agreement which has similar power of binding to the law for the parties who draft it. That is why legal certainty is necessary stated in an agreement. The agreement which binds both parties results in a legal relationship. The implementation of the rights and the obligations is indicator of fairness and equality among the parties. Chapter I, Article 1234 of Civil Code states that "Each obligation is to give something, to do something, or not to do something". It can be affirmed that the core of agreement is the balance of the rights and the obligations by the parties regarding on everything that should be performed or should not be performed.

An agreement can be verbal or written. Written agreement is called as contract. Article 1338, subsection 1 of Civil Code, it states that "all contracts are legally valid as the law for the drafting party." This provision becomes the basis of contract which states that it is free but limited. It is regarding on Adam Smith's theory, *Laissez Faire* theory, which promotes free trade. The development of this theory became the forerunner of standard contract clause in an agreement.<sup>3</sup> According to the Compilation of Islamic Economics Law (KHES) and the explanation of Article 49 subparagraph (i) of Law No. 3 of 2006 on the

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<sup>2</sup>Ahmadi Miru, *Hukum Kontrak dan Perancangan Kontrak* (Jakarta: PT Rajagrafindo Persada, 2007), p. 4. See also at, <http://dahana.blogdetik.com/2011/05/10/peranan-hukum-kontrak-internasional-dalam-penanganan-kontrak-perusahaan/>, it is accessed on 7 February 2014.

<sup>3</sup>Sutan Remy Syahdeini, *Kebebasan Berkontrak dan Perlindungan Hukum yang Seimbang Bagi Para Pihak dalam Perjanjian Kredit Bank di Indonesia*, (Jakarta: Institut Bankir Indonesia, 1993), p. 18.

Amendment of Law No. 7 of 1989 about the Islamic court, that *aqad* or contract should be done with full justice, without gambling (speculation), usury, proscribed (haram), tyrannical (exploitation), and gharar (uncertainty object).

On the other hand, good willingness is important because it has the function to limit the principle of freedom contract. It begins from contractual transaction. It is also an essential element of the rule of law realization. Therefore, everything that can obscure the law of a standard contract clause should be avoided to keep the consistency of law.

The contract clause is divided into two types: standard contract clause and unstandard contract clause. The standard contract is made by the provisions that have been set either party, while another party approved. The contract drafting of standard contract clause also occurs in Sharia Branch Official (KC) of Bank Tabungan Negara Instance (BTN). It includes two aspects: *First*, the editorial aspects of clause. For example, the editorial standard contract in term "menyimpan dana", whereas its *aqad* uses the principle of *al-mudlârabah al-muthlaqah*. *Second*, the substance aspects of clause. The substance of clause includes the rights and the obligations between the two parties, but it is imbalance. Such conditions potentially make the two sides imbalanced in the implementation.

It can be affirmed that the standard contract clause at BTN Sharia contains philosophical, sociological, and juridical weaknesses. *First*, philosophical weakness. It contains injustice because of imbalance between the rights and the obligations both parties. Actually, in Islamic principles, a contract must be fair and no exploitation between each other. This condition makes the parties who

have stronger bargaining position to utilize situation to obtain the maximum benefit. *Second*, sociological weakness. Injustice and imbalance of information between the two parties lead to confusion in the community, especially for the customers. It happens to the one of the customers who becomes migrant workers abroad. Customer complains about his problem in online complaint service of BTN. In the service, Customer reveals that he has difficulty in knowing the financial transactions on the savings which he has left for seven years. Subsequently, he checked his financial transactions in BTN when he return from abroad. However, he did not know it clearly and simply and only got the final balance. Finally, customer is recommended to replace to the new account.<sup>4</sup> Of course it is detrimental for Customer because he did not know the Banking policy. *Third*, judicial weakness. There are discrepancies between the provisions of the Civil Code and KHES. On the one hand, the Civil Code allows standard contract only by the agreement of both parties, but Islamic principles which depicted in KHES, it also requires a contract should be fairness and balance. The discrepancies between conventional and Islamic principles impact on obscurity editorial of sharia standard clause. It results in legal ambiguities which lead to imbalance between the rights and the obligations.

Based on the description of weaknesses above, it requires the reconstruction concept and the new application of standard contract clause in sharia contract law. The reconstruction is done by accomodating as many Islamic principles which are based on the Quran and Sunnah in sharia standard contract

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<sup>4</sup><http://www.btn.co.id/contentpage/btn-care/pertanyaan/simpanan.aspx?page=7>, it is accessed on 4 December 2013

clause. Its urgency becomes clearly when it is associated with the practice of Islamic economics which grow up rapidly. At present, the rapid economic development of the world towards sharia economic. It makes this concept more trusted by people. If only the conventional principles is applied, it is not enough to cover the sharia standard contract. Hopefully, the sharia standard contract clause can change better and ideal.

Based on the explanation above, the researcher argues that it is urgent for normative legal research entitled "Reconstruction of Standard Contractual Clause in Sharia Contract Law (A Study on Standard Contract Clause at BTN Sharia)".

### **B. Scope and Limitation**

In order that the study is able to answer the problems appropriately, the researcher needs to emphasize its scope and limitation. Meanwhile, This study is focused on The Standard Contract Clause "*Akad Pembukaan Rekening Tabungan Batara Syariah Berdasarkan Prinsip Mudharabah*" (The contract of opening savings account based on *Mudharabah* principle) at BTN Sharia.

### **C. Statement of Problem**

Based on the background, the scope and the limitation of research, the statement of the problem can be formulated as follows:

1. What is the form of standard contract clause which has been applied at BTN Sharia?
2. What is the ideal concept form of standard contract clause at BTN Sharia in the Sharia Contract Law?

#### **D. Objective of Research**

In accordance with the statement of the problem, the objectives of the research are :

1. To identify the form of standard contract clause which has been applied at BTN Sharia.
2. To explore the ideal concept form of standard contract clause at BTN Sharia in Sharia Contract Law.

#### **E. Benefits of Research**

The finding of this research are supposed to give theoritical and practical contributions.

##### **1. Theoretical Benefits**

The result of the research are expected to give valuable contribution on the area of standard contract clause in sharia contract law. Furthermore, the findings of research are supposed to give more understanding about standard contract clause by islamic principle.

##### **2. Practical Benefits**

This research can be used or applied directly; generally, as the material of academic development. For further researchers, it becomes a reference. But, the most important thing is to be a reference or guidelines for the contract maker.

## **F. Operational Definition**

The research is required to set the operational definition of a concept that the researcher uses in this paper. The researcher mentions the operational definitions such as reconstruction, standard contract clause, and sharia contract law with the following explanation:

### **1. Reconstruction**

Reconstruction is the root of “construct” with prefix re- and suffix -ion. Its understanding is close to the act or process of rebuilding, recreating, or reorganizing something.<sup>5</sup> It reforms the existing building and adapt to the environmental condition which occurs. In this research, The meaning of reconstruction is the realignment of sharia standard contract clause at BTN Sharia in Sharia Contract Law. Sadjipto Rahardjo argues three requirements that guides the reconstruction: *first*, the reconstruction should be able to cover all field of positive law relevance. *Second*, the reconstruction should not be anylogical contradiction. *Third*, the reconstruction should be qualified and unfictitious form. It should also provide clear and simple description.<sup>6</sup>

### **2. Standard Contract Clause**

Standard-form contract is preprinted contract containing set clauses, used repeatedly by a business or within a pacticular industry with only slight additions or modifications to meet the specific situation. Because of the standard-form

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<sup>5</sup>Bryan A Garner, *Black's Law Dictionary*, (United Stated of America: West Publishing, 2009), p. 1387.

<sup>6</sup>Satjipto Rahardjo, *Ilmu Hukum*, (Bandung : PT Cipta Aditya Bhakti, 2000), p. 103- 104.



contract usually favor the drafting party, they can amount to adhesion contract.<sup>7</sup> It does not open up the opportunity for other parties to negotiate about the agreement to write it into the contract.<sup>8</sup> The provision is generally used as a benchmark or guide of legal relationship between two parties. Its standardization includes of the model and the formulation of agreement. The standard contract clause of Opening Savings Account at BTN Sharia based on *Mudlârabah Principle* (Aqad Pembukaan Rekening Tabungan Batara Syariah Berdasarkan Prinsip Mudharabah) is used in this research.

### 3. Sharia Contract Law

Sharia contract law is the compilation of contract rules by using the sharia principles. It is based on Quran and Hadith. In this case, the sharia does not ignore the meaning of conventional law which is applied in Indonesia, but it is as a complement of the less principle to cover the sharia contract. Therefore, Civil Code remains as source of contract law, and it is completed by KHES.

### G. Research Method

The meaning of method is a manner or a way. It is important in the research because it becomes the important way to conduct a certain plan. That is the reason why it is necessary to have the proper method to produce good research results. some explanations are classified as follows:

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<sup>7</sup>Bryan A Garner, *Black's Law Dictionary*, p. 373.

<sup>8</sup>Hasanuddin Rahman, *Contract Drafting*, (Bandung: Citra Aditya Bakti, 2003), p 197.



## 1. Types of Research

This research is a normative legal research. It is often called as doctrinal research. It is conceptualized as what is written in the legislation (law in books) and it becomes the legal rule of the good human behavior.<sup>9</sup> The legal rule in this research is The Compilation of Islamic Economics Law (KHES).

## 2. Research Approach

This research uses statute and conceptual approach. The statute approach is an approach that examines all law and regulation which are relevant to the legal issues at hand. Meanwhile, the conceptual approach is an approach that departs from the views and the doctrines which are developed in the jurisprudence.

The statute approach is used as legal logically normative research based on the existing legal materials.<sup>10</sup> It is different from the conceptual approach because the conceptual approach departs from the views and the doctrines which are developed in the jurisprudence. Therefore, the researcher finds the ideas of the definitions, the concept and the principles of law which relevant by studying the views and the doctrines. It also guides the researcher to construct the legal arguments in the issues solving at hand.<sup>11</sup>

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<sup>9</sup>Amiruddin and Zainal Asikin, *Pengantar Metode Penelitian Hukum*, (Jakarta: Rajawali Pers, 2004), p. 118.

<sup>10</sup>Johnny Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif*, (Malang, Bayumedia Publishing: 2007), p. 301

<sup>11</sup>Peter Mahmud Marzuki, *Penelitian Hukum*, (Jakarta: Kencana Prenada Media Group, 2007), p. 95.

### 3. Legal Materials

This research uses three legal materials: primary, secondary and tertiary legal materials. The legal material description described as follows:

#### a. Primary Legal Material

Primary legal material has a strong bond. It includes the third book of Civil Code about the obligation and The second book of KHES chapter I, II, III and VIII.

#### b. Secondary Legal Material

Secondary legal material is closely related to the primary legal material. It helps to analyze the sharia standard contract clause. It includes the books of contract law theories, explanations of conventional or sharia contract, and other books that support this research.

#### c. Tertiary Legal Material

Tertiary legal material provides information about primary and secondary legal materials. In the normative legal research, tertiary legal material is also called as non-law material because it includes non-legal textbooks which are related.<sup>12</sup> This research is written in English. Thus, the researcher uses several dictionaries such as Indonesian English dictionary-John M. Echols, Cambridge Advance dictionary, and Oxford dictionary. In addition, the researcher also uses Political dictionary, Black's Law dictionary, and Encyclopedia of Islamic law to support the essence of this research.

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<sup>12</sup>Mukti Fajar and Yulianto Achmad, *Dualisme Penelitian Hukum Normatif dan Empiris*, (Yogyakarta: Pustaka pelajar, 2010), p. 43.

#### 4. Collection Method of Legal Materials

The collection method of data is conducted by literature on legal material, either primary, secondary, or tertiary of legal materials. It is done by reading, looking for information on internet, or documentation. Actually, the documentation is an integral with the collection method of legal materials. However, the researcher makes this method as the collection method of legal materials because it is an integral with reading or looking for information on Internet. The researcher finds the written data of legal materials, such as notes, books, documents which are available in the library or downloaded articles from the online websites.<sup>13</sup>

#### 5. Method Analysis of Legal Materials

This research is processed by qualitative data analysis. The qualitative data analysis is conducted by working, organizing, and sorting data into manageable units. Afterwards, the reasearcher searches and finds its patterns, discovers what is important and what is learned, and decides what is told to others.<sup>14</sup> There are few things to analyse or to process data which is obtained, such as:

##### a. Data Reduction

After the reports of data collection, the researcher processes the data reduction, embrances it, and chooses its principal. Then, the researcher

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<sup>13</sup>Suharsimi Arikunto, *Prosedur Penelitian( Suatu Pendekatan Praktik)*, (Jakarta: Rineka Cipta, 2006), p. 231.

<sup>14</sup>Lexy J. Moleong, *Metodologi Penelitian Kualitatif*, (Bandung: PT. Remaja Rosda Karya, 2005), p. 248.

focuses on the important things according to research patterns.<sup>15</sup> Therefore, it is raw materials which is reduced, shortened, and compacted its essence. Hence, it is arranged systematically.

b. Data classification

After data reduction, the next step is to classify the arranged data systematically. The researcher classifies data based on the object formal of characteristic research.<sup>16</sup> There are examples of data category, such as which are included in the category of contract law, in the general contract principles, and in the principles of the sharia contract. This classification is intended to exclude data which are less relevant to the research objectives.

c. Data Display

Data display is a systematic process to lead to the theoretical construction process, and it is also to determine the relationship between the elements.<sup>17</sup> It result from the discoveries about advantages and disadvantages of data research. Thus, it enables the researcher to control the data and to find the result of data processing in research.

d. Interpretation of Legal Materials

The interpretation is divided into eight types: authentic, grammatical, history, systematic, sociological, theological, functional, and futuristic

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<sup>15</sup>Kaelan, *Metode Penelitian Kualitatif Interdisipliner*, (Yogyakarta:Paradigma, 2010), p. 163.

<sup>16</sup>Kaelan, *Metode*, p. 163.

<sup>17</sup>Kaelan, *Metode*, p. 163.

interpretations.<sup>18</sup> This research uses grammatical and futuristic interpretation. The grammatical interpretation is an interpretation method regarding to grammatical or words function that must be met by provision. Meanwhile, the futuristic interpretation is anticipative interpretation. It is provided to find a principle or a rule of law.

The grammatical interpretation is focused on the objective interpretation methods. In contract law, it is more emphasis on what is written.<sup>19</sup> Hence, these interpretations are closely related because the grammatical interpretation functions grammatical of sharia standard clause applies and it is equipped with the result of the futuristic interpretation which is provided as guidelines in the sharia contract clause.

## **H. Previous Research**

There are five previous research which is used for comparative studies in this research, such as:

### **1. Alamsyah's Research**

His research, entitled with “Klausula Eksemsi Dalam Kontrak Baku Syariah”, explains the existence of standard contracts in the business world as the form of bussines efficiency, and practically, it has been accepted by the public. It included sharia standard contract. In fact, practically sharia standard contract

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<sup>18</sup>Suryati Hartono, *Penelitian Hukum di Indonesia*, (Bandung: Penerbit Alumni, 2006), p. 152-153.

<sup>19</sup>Munir Fuady, *Hukum Kontrak (Dari Sudut Hukum Bisnis) buku kedua*, (Bandung: Penerbit Citra Aditya Bakti, 2003), p.56- 57.

clause contains *eksemsi* clause that incriminates one of the party. *Eksemsi* clause is realized with the clause in the contract which contains the limitation on the actions toward one of the party in business, the shifting of the responsibility on the contract risks toward one of the party, and the expansion of the liability in *force majeure*.<sup>20</sup>

## 2. Putri Dimitra Mulawaty's Research

The title of her research is “Kebebasan Berkontrak Dalam Perjanjian Baku Surat Pernyataan Berlangganan Sambungan Telekomunikasi PT. Telekomunikasi Indonesia Tbk. Dihubungkan Dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen”. She was a student of Langlangbuana University of Bandung in Law department in 2011. This study aims to identify and analyze the law power of SPBST associated with the article 1338 Subsection first paragraph of the Civil Code and the Law. 8, 1999 about Customer protections. In summary, this process encourages businessman to construct the way how to win in the competition without regarding to the way they treat customer explicitly. It can reduce the comfort of customer to make cooperation with PT. Telkom because the subcestion of regulation is made uniterally and tended to be wound to customers.<sup>21</sup>

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<sup>20</sup>Alamsyah, “Klausula Eksemsi Dalam Kontrak Baku Syariah”, <http://www.badilag.net/data/ARTIKEL>, it is accessed on 29 August 2013.

<sup>21</sup>Putri Dimitra Mulawaty, “Kebebasan Berkontrak Dalam Perjanjian Baku Surat Pernyataan Berlangganan Sambungan Telekomunikasi PT. Telekomunikasi Indonesia Tbk. Dihubungkan Dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen”, <http://repository.fhunla.ac.id/?q=node/191>, it is accessed on 28 August 2013.

### 3. Bambang Wahyu Widodo's Research

The title of his research is “Kekuatan Mengikat Kontrak Baku Dalam Transaksi Jual Beli Tenaga Listrik Antara PT. Perusahaan Listrik Negara (Persero) dengan Pelanggan”. He was a postgraduate student of Narotama University of Surabaya in Law department in 2009. This thesis explains in the purchase agreement of electrical power, PLN company, as the party that determines the shape and the contents of the agreement form, while the customers stay signed a contract form that has been prepared by PLN company. It often burdens the customer. It means that the obligations Customer is heavier than their rights. Clause in the agreement is merely put PLN company in profitable condition, which in this case as the drafting party.<sup>22</sup>

### 4. P. Lindawaty S. Sewu's Research

The title of her research is “Aspek Hukum Perjanjian Baku Dan Posisi Berimbang Para Pihak Dalam Perjanjian Waralaba (*Legal Aspects Of Standard Agreements And The Reasonable Position Of The Parties In Franchise Agreements*)”. He was a doctoral student of Parahyangan University of Bandung in Law department in 2007. This disertation explains that the franchise is the newest concept. The legal aspects in the form of franchise agreement is necessary

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<sup>22</sup>Bambang Wahyu Widodo, “Kekuatan Mengikat Kontrak Baku Dalam Transaksi Jual Beli Tenaga Listrik Antara PT Perusahaan Listrik Negara (Persero) Dengan Pelanggan”, <http://skripsi.narotama.ac.id>, it is accessed on 27 August 2013.



in order to protect the interests of the parties. It is generally written in standard contract, the protection for the parties is often difficult to maintain.<sup>23</sup>

## 5. Mohamad Nur Yasin's Research

The title of his research is "Rekonstruksi Norma Eksekusi Putusan Badan Arbitase Syariah Nasional Terhadap Sengketa Ekonomi Syariah di Indonesia". He was a doctoral student of Brawijaya University of Malang in Law department in 2012. This dissertation describes the use of Article 59 of Law 48, 2009 and the waiver of Article 49 of Law No. 3, 2006 and the amendments of Law No. 7, 1989. The norm relevances of Basyarnas execution with the goal of legal decision is false. Thus, it is solved by the two principles of law conflict solution of the Basyarnas execution norms, such as the consistency principle and the compulsory principle of avoiding the authoritarianism elitist positive norm. In this research, the researcher takes the basic concept of reconstruction laws which has been applied.

The above researches is summarized in the following table:

**Table 1: Previous Research**

NO	Name/Univ/ Year	Title	Formal objects	Material objects
1	Alamsyah/ The judge of islamic court in Sangeti	Klausula Eksemsi Dalam Kontrak Baku Syariah	<i>Eksemsi</i> Clause In the Contract	Sharia standard contract clause
2	Putri Dimitra Mulawaty/ Langlangbua	Kebebasan Berkontrak Dalam Perjanjian Baku Surat	Freedom of contract on standard	Standard contract of subscribe

<sup>23</sup>P. Lindawaty S. Sewu, "Aspek Hukum Perjanjian Baku Dan Posisi Berimbang Para Pihak Dalam Perjanjian Waralaba (Legal Aspects Of Standard Agreements And The Reasonable Position Of The Parties In Franchise Agreements)", <http://home.unpar.ac.id>, it is accessed on 26 August 2013.

	na University/ 2011	Pernyataan Berlangganan Sambungan Telekomunikasi PT. Telekomunikasi Indonesia Tbk. Dihubungkan Dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen	contract	statement connections telecommunications PT. Telekomunikasi Indonesia Tbk. anchored By Law No. 8 of 1999 on Consumer Protection
3	Bambang Wahyu Widodo/ Narotama University of Surabaya/ 2009	Kekuatan Mengikat Kontrak Baku Dalam Transaksi Jual Beli Tenaga Listrik Antara PT Perusahaan Listrik Negara (Persero) Dengan Pelanggan	The binding strength of materials contract	Standard contract of Electric Power purchase transaction between the state electricity company and customers
4	P. Lindawaty S. Sewu/ Catholic University of Parahyangan / 2007	Aspek Hukum Perjanjian Baku Dan Posisi Berimbang Para Pihak Dalam Perjanjian Waralaba (Legal Aspects Of Standard Agreements And The Reasonable Position Of The Parties In Franchise Agreements)	Standard contract law	Standard contract law and position balances of the parties in franchise agreement
5	Mohamad Nur Yasin/ Brawijaya University/ 2012.	Rekonstruksi Norma Eksekusi Putusan Badan Arbitase Syariah Nasional Terhadap Sengketa Ekonomi Syariah di Indonesia	The norm reconstruction	Execution of the national sharia arbitration decision

The advantages from the researches above are the detail explanation about the principles and the impacts of standard contract clause, but there are no explanations about the concept of restriction on standard contract clause according

to sharia contract law. Therefore, it can be concluded that the new concept of reconstruction the standard contract clause has not been done yet. Finally, this research aims to investigate the reconstruction of standard contract clause in sharia contract law.

## **I. Discussion Structure**

The discussion in this thesis covers 4 chapters described as follows:

### **CHAPTER I : INTRODUCTION**

This chapter contains the introduction which provides background of research, problem statements, objectives of research, benefits of research, operational definitions, methods of research, previous research, and structure discussion. The background of research describes the reasons of raising the research title, Reconstruction of Standard Contract Clause in Sharia Contract Law. Therefore, the researcher makes the relevance of problem statement and it is followed by benefits of research. The benefits of research is divided into two kinds: theoretical and practical benefits. Meanwhile, the operational definition explains of each variable adjustable for the purpose of research. For the raising of this research result. Its need the method of research, normatif legal research. Meanwhile, the previous research is used to compare to the current research. The last point in this chapter is structure discussion. It is as a

summary description of the research result report. It is used to facilitate the reader in knowing the written result of research. The description above delivers the researcher into the next chapter process.

## **CHAPTER II : REVIEW OF RELATED LITERATURE**

This chapter describes about the contract in Civil Code and Sharia Contract Law. It becomes the foundation of understanding in standard contract. Afterwards, it moves to the explanation of standard contract concept. It includes the definition, the source of law, and various related matters to strengthen the understanding of standard contract. Therefore, the researcher explains the concept of a reconstruction. All of these explanations becomes the fondation for the researcher to analyze the problem in order.

## **CHAPTER III : RECONSTRUCTION OF STANDARD CONTRACT CLAUSE**

Results and Discussion chapters analyze the problem statement by the theories and the concepts that have been described in Chapter II. Chapter III is the essence of the the research, but it does not exist before the literature review as guidelines.

## **CHAPTER IV : CONCLUSIONS AND SUGGESTIONS**

This is the last chapter in the results of research report. The researcher mentions the conclusion of the research as the answer of problem statement. Afterwards, the researcher gives suggestions which are related to the research theme.

