

Hybrid Contract Analysis On Sharia Safe Deposit Box Service Products

Eka Wahyuningrum

Magister UIN Raden Mas Said Surakarta

Surel: ekawahyuningrum21@gmail.com

Ismail Yahya

UIN Raden Mas Said Surakarta

Surel: ismail.yh@gmail.com

Abstract

This study aims to determine the hybrid contract for sharia safe deposit box service products at Bank Bukopin Syariah Solo Branch Office. This research is a type of qualitative research that is a field case study. The research approach method used in this study is qualitative method. Qualitative research methods are research methods that use methods, steps, and procedures that involve more data and information obtained through resource persons as subjects who can devote answers to get a general picture of a matter under study. Data collection techniques are obtained by observation, interviews, and documentation. Based on the results of the study, it was concluded that Bank Bukopin Syariah Solo applies *ijarah* contract as the main contract in safe deposit box service products. In addition to *ijarah* contracts, there are other contracts that are used as supporting contracts. Hybrid contracts contained in safe deposit box rental are *ijarah*, *rahn*, *wadi'ah yad amanah* and *wakalah*.

Keywords: Safe Deposit Box, *Ijarah*, Hybrid Contract, *Rahn*, *Wadi'ah Yad Amanah*, *Wakalah*.

Abstrak

Penelitian ini bertujuan untuk mengetahui *hybrid contract* terhadap produk jasa layanan *safe deposit box* syariah pada Bank Bukopin Syariah Kantor Cabang Solo. Penelitian ini merupakan jenis penelitian kualitatif yang bersifat studi kasus lapangan. Metode pendekatan penelitian yang digunakan dalam penelitian ini adalah metode kualitatif. Metode penelitian kualitatif ialah metode penelitian yang menggunakan cara, langkah, dan prosedur yang lebih melibatkan data dan informasi yang diperoleh melalui narasumber sebagai subjek yang dapat mencurahkan jawaban untuk mendapatkan gambaran umum mengenai suatu hal yang diteliti. Teknik pengumpulan data diperoleh dengan observasi, wawancara, dan dokumentasi. Berdasarkan hasil penelitian, disimpulkan bahwa Bank Bukopin Syariah Solo menerapkan akad *ijarah* sebagai akad utama dalam produk jasa layanan *safe deposit box*. Disamping akad *ijarah* terdapat akad lain yang digunakan sebagai akad pendukung. Hybrid contract yang terdapat dalam sewa menyewa *safe deposit box* ialah *ijarah*, *rahn*, *wadi'ah yad amanah* dan *wakalah*.

Kata Kunci: Safe Deposit Box, *Ijarah*, Hybrid Contract, *Rahn*, *Wadi'ah Yad Amanah*, *Wakalah*.

INTRODUCTION

Banks are institutions that have an important role in the circulation and circulation of money in a country¹. Banks provide many service products, among one service provided by the bank is the safe deposit box service. Safe Deposit Box is a means of storing valuables or assets into a box or box that is designed quite sophisticated. Each box has a key that is resistant to fire and the safe deposit box storage room is a room that is designed in such a way that it will be quite difficult to be stolen by irresponsible people².

The importance of a place to store goods has become a necessity for the community and will also grow with improvements in various economic sectors. The desire of the community that demands to be efficient, practical and easy will encourage people to use banking services such as Safe Deposit Boxes³. Safe Deposit Box itself in accordance with fatwa DSN Number: 24 / DSN-MUI / III / 2002 is explained in the first point number 1 which reads: "*Based on its nature and character, this safe deposit box (SDB) is carried out using an Ijarah (rent) contract*"⁴.

The legal basis of ijārah itself is stated in the Qur'an and the Sunnah:

فَاِنْ اَرْضَعْنَكُمْ فَاتُّوهُنَّ اُجُورَهُنَّ

Means:

*If they breastfeed (your children) for you, then give them their reward...*⁵

The use of safe deposit box services itself must be through an agreement between both parties, namely the customer as the tenant of the safe deposit box box with the bank as the safe deposit box service provider. The bank itself provides various sizes of safe deposit boxes with different rates for each box according to the size rented by customers, where the larger the safe deposit box the more expensive the rental price.

One of the Islamic banks in Solo that has provided Safe Deposit Box services is Bank Syariah Bukopin Solo. Safe Deposit Box services at Bank Syariah Bukopin Solo are the most popular services by customers at Islamic banks in Solo, although there are actually several Sharia Banks in the city of Solo that provide Safe Deposit Box services, including Bank BCA Syariah, Bank Mega Syariah, Bank Mandiri Syariah, Bank BTN Syariah, Panin Bank Syariah Based on a survey conducted by researchers at related banks.

However, the most widely used Safe Deposit Box service at Sharia Banks in Solo is

¹ Rachmadi Usman, *Aspek-Aspek Hukum Perbankan Di Indonesia* (Jakarta: Gramedia Pustaka Utama, 2001), 59.

² H. Melayu S.P Hasibuan, *Dasar-Dasar Perbankan* (Jakarta: Bumi Aksara, 2006), 169.

³ Kasmir, *Dasar-Dasar Perbankan*, 14th ed. (Jakarta: PT. Raja Grafindo Persada, 2018), 160.

⁴ Dewan Syariah Nasional (DSN) MUI, "Fatwa Dewan Syariah Nasional," 2002, 3 Nomor 1.

⁵ Departemen Agama RI, *Al-Qur'an Dan Terjemahannya* (Jakarta: PT Insan Medika Pustaka, 2012).

Bank Syariah Bukopin as evidenced by the large number of contents in the Safe Deposit Box at Bank Syariah Bukopin Solo compared to other Sharia Banks in the city of Solo based on a survey conducted by the author. The filling of safe deposit boxes at Bank Bukopin Syariah reaches 80% of the supply of safe deposit boxes provided by the bank.

In the existing Safe Deposit Box practice, Bank Bukopin Syariah uses an *ijārah* contract in accordance with the fatwa DSN Number: 24 / DSN-MUI / III / 200 concerning Safe Deposit Box. However, in practice, in addition to using *ijārah* contracts in safe deposit box rental contracts, Bank Bukopin Syariah also uses additional contracts to strengthen *ijarah* contracts allegedly by using *rahn* (pawn), *wadi'ah yad amanah* (pure deposit) and *wakalah* (representative) contracts. Using more than one contract in a transaction has given rise to hybrid contracts. Hybrid Contract (multi contract) is an agreement consisting of several contracts combined into one.

RESULTS AND DISCUSSION

Safe Deposit Box

In the complete English-Indonesian dictionary the term Safe Deposit Box is defined as a vault, Deposit is storing, depositing; while Box itself is inserting into the box⁶. Safe Deposit Box storage itself is put in a special room that has high security surrounded by strong metal iron and resistant to fire⁷. Safe Deposit Box in addition to having a high level of security is also equipped with two different keys, namely Customer Key (Safe Deposit Box key held by the customer) and Master Key held by the Bank. No Safe Deposit Box can be opened using a key from the customer without being accompanied by using the master key, and vice versa⁸.

Ijarah

The above *ijārah* can be concluded that *ijārah* is a contract to transfer the right to use goods or services through the payment of rent wages⁹. *Ijarah* itself is divided into two kinds, namely *ijārah* on benefits, also called rent. In this *ijārah* the object of the contract is the benefit of an object and secondly, *ijārah* for work, also called wages. In this *ijārah* the object of the contract is one's charity or work¹⁰.

⁶ Soadad Nasution, *Kamus Umum Lengkap* (Jakarta: Mutiara Sumber Widya, 1995), 146.

⁷ Kasmir, *Dasar-Dasar Perbankan*, 160.

⁸ Ismail, *Manajemen Perbankan: Dari Teori Menuju Aplikasi* (Jakarta: Kencana, 2011), 168.

⁹ H Hendi Suhendi, *Fiqh Muamalah* (Jakarta: PT RajaGrafindo Persada, 2002), 115.

¹⁰ Harun Santoso and Anik, "Analisis Pembiayaan Ijarah Pada Perbankan Syariah," *Ilmiah Ekonomi Islam* 01 (2015): 110.

According to scholars, there are 4 pillars of ijārah, namely Aqid are people who make lease contracts or wage wages. Second, sighat akad ijārah must be in the form of ijab and qabul i.e. statements of willingness and intention of both parties to the contract, either verbally or in other equivalent forms to perform the contract. Third, a reward is something given by the musta'jir for the services that the mu'jir has rendered or benefited from. Fourth, the benefits of a contract in an ijārah contract must consist of the use of the benefits of an asset Hallaq et al. 2008:230).

Wadi'ah Yad Amanah

Wadi'ah is defined as a pure entrustment from one party to another, both entrusting an individual and a legal entity, where something to be entrusted must be maintained and later must be returned to the owner at any time the depositor wants to be returned to him¹¹. There are two entrustments (wadi'ah), namely wadi'ah yad amanah and wadi'ah yad dhamanah. In general, wadi'ah is a pure entrustment from the depositor (muwaddi') who owns goods or assets to the depositor (mustawada) who is given a trust or trust, both individuals and legal entities, where the entrusted goods must be safeguarded from damage, loss, security, and integrity, and returned whenever the depositor wishes. According to the number of pillar scholars contained in the wadi'ah contract, there are four types, namely there are people who entrust, there are people entrusted, there are things that are deposited and sighah (ijab and qabul)¹².

Wakalah

The definition of wakalah according to language means to give up something. Whereas according to the term sharia 'means someone who surrenders / delegates something of his affairs to others, on what can be represented according to the Shari'a, so that the person represented can do something given to him while the person who represents something (authorizer) is still alive¹³. There are several types of wakalah including the following, the first is Wakalah al-Mutlaqah, which is to represent absolutely, indefinitely and for all affairs. Second, Wakalah al-Muqayyadah, which is the appointment of representatives to act on his behalf in certain matters. Third, Wakalah al-Ammah, a broader representative of al-Muqayyadah but simpler than al-Mutalaqah. There are four pillars of wakalah, namely: the granting party (muwakkil), the power of attorney (deputy), the object controlled (taukil) and ijab qobul (sighat)¹⁴.

¹¹ Sutan Remy Sjahdeini, *Perbankan Islam Dan Kedudukannya Dalam Tata Hukum Indonesia* (Jakarta: Grafiti, 1999), 55.

¹² Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, 5th ed. (Jakarta: Gema Insani, 2011), 557.

¹³ H Idris, *Fiqh Menurut Madzhab Syafi'i* (Jakarta: Widjaya, 1969), 67.

¹⁴ Muhamad Syafi'i Antonio, *Dasar-Dasar Manajemen Bank Syariah Cet-7* (Tangerang: Azkia Publisier, 2009), 34.

Rahn

Etymologically al-rahn means fixed and long, while al-habs means to hold against an item with rights so that it can be used as payment for that good. The meaning of pawn (rahn) in the language of statutory law is referred to as collateral, collateral, and deferral¹⁵. The pillars in rahn include the person who mortgages (rahin), the goods mortgaged (marhun), the one who receives the pawn (murtahin), something for which the pawn is held, namely the price (appraise), and the nature of the pledge contract. While in the legal requirements of rahn is intelligent, baligh (adult), the form is marhun, marhun is held by murtahin¹⁶.

Hybrid Contract

Al-Imrani defines multi-contract as the set of several spelled out material contracts conceived by a contract, either collectively or reciprocally, so that all rights and obligations arising from it are seen as legal consequences of one contract¹⁷. The application of multi-contract in muamalah transactions, it must obey the limits agreed by the scholars so as not to cause gharar, fall into the practice of usury, and other things prohibited by Islamic law. The limitations that must be obeyed in the application of multi-contract are as follows, the first multi-contract is prohibited in religious nash. As the three hadiths of the Prophet forbid it, namely the prohibition between a sale and purchase contract with a sale and purchase contract, a sale and purchase contract with a loan contract, and two transactions in one transaction. All contracts that belong to the type of buying and selling contracts are prohibited from being combined into one with a qardh contract, such as ijarah with qardh, buying and selling with qardh. Second, multi-contract as hilah ribawi, which is a trick or cunning way to be able to lead to the practice of usury. Like a buying and selling contract with a buying and selling contract made into a contract. Third, multi-contract causes the fall of usury practices. Such as the practice of multi-contract between salaf and buying and selling if required. Multi-contract between qardh and grant, a person lends a certain amount of money to another person, but on condition that he can occupy the house belonging to that person. Fourth, Multi-contract consisting of transactions whose laws are opposite. Like salaf contract with buying and selling, because buying and selling is a contract oriented to profit and loss, while salaf is a social contract to help. Fifth, multi-contract is susceptible to the practice of gharar, as the prohibition

¹⁵ Rachmat Syafi'i, *Fiqih Muamalah* (Bandung: Pustaka Setia, 2001), 159.

¹⁶ Muhammad Sholikul Hadi, *Penggadaian Syariah* (Jakarta: Salemba Diniyah, 2003), 53.

¹⁷ Abdullah bin Muhammad bin Abdullah Al-Imrani, "Al-'Uqud Al-Maliyah Al Mukkabah: Irasat Fiqhiyah Ta'shiliyah Wa Tathbiqiyah," 1431, 46.

described in the content of the Prophet's hadith. That gharar is something that needs to be avoided in a contract practice, because it can cause legal uncertainty¹⁸.

Analysis of hybrid contract on safe deposit box service products Bank Bukopin Syariah Solo Branch Office

The safe deposit box rental agreement has been stated in the National Sharia Council Fatwa No.24/DSN-MUI/III/2002 concerning Safe Deposit Box using ijarah contract¹⁹. In the lease contract renting a safe deposit box Bank Bukopin Syariah written using an ijarah contract. Ijarah is meant to be ijarah on benefits. Ijārah on benefits is called lease. In ijarah the benefit of the object is the benefit of an object. In the lease agreement to rent a safe deposit box at Bank Bukopin Syariah is ijārah for the benefits of the safe deposit box rented by the customer. Customers can benefit from a safe deposit box rental agreement by using the safe deposit box they rent to store their goods or assets.

According to scholars of the pillars of ijārah there are 4 kinds, namely Aqid, Sighat, Wages and Benefits²⁰. Aqid is the person who makes the lease contract, namely mu'jir and musta'jir²¹. In the Bank Bukopin Syariah safe deposit box rental contract, there are two parties who make the contract, namely the customer as the mu'jir who receives benefits from the lease of renting a safe deposit box and Bank Bukopin as musta'jir as the beneficiary of renting a safe deposit box. The second pillar is sighat. Sighat is ijab and qabul statement of both parties to perform the contract²². At Bank Bukopin, the customer has made a sighat the time of explanation and signing of the contract that has been agreed by both parties. The third pillar is wages. Wages in renting Bank Bukopin's safe deposit box are the provision of a sum of money to pay the benefits received by the customer as the tenant and Bank Bukopin as the rental beneficiary. The fourth pillar of ijārah benefit. The benefit obtained in the rental contract is that the customer gets the benefit of a safe deposit box that can be used to store valuables or objects belonging to the customer. Based on the pillars of Ijārah as mentioned above, the lease agreement at Bank Bukopin Syariah has fulfilled the pillars of Ijārah.

The condition of ijārah is that both parties who have a contract have reached puberty and are reasonable, both parties express their willingness to do the contract, the benefits that are the object of ijārah must be clear, the object of ijarah contract can be used directly and the

¹⁸ Muhammad Marizal and Fahrul Khoerudin Hamdani, "Konsep Hybrid Contract Dalam Studi Perbandingan," *Jurnal Unviversitas Tidar*, 2020, 28–29.

¹⁹ Dewan Syariah Nasional (DSN) MUI, "Fatwa Dewan Syariah Nasional," 3 Pasal 1.

²⁰ Hallaq et al., *Pengantar Fiqh Muamalah* (Ponorogo: Pustaka Pelajar, 2008), 51.

²¹ Nasrun Harun, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2000), 230.

²² Hallaq et al., *Pengantar Fiqh Muamalah*, 230.

object of ijarah is legalized by the conditions²³. In practice, the two people who make the lease contract have been puberty and reasonable as evidenced by the identity requirements provided by Bank Bukopin. The customer and Bank Bukopin have expressed their willingness to make a contract that there is no compulsion to make a contract and are welcome to ask if there are things that are not clear to the customer. The benefits obtained by the safe deposit box rental contract are the benefits of a storage box that can be used by customers to store valuables or objects. The object of ijārah can be used by the customer directly after the contract process is complete and of course the rental contract is allowed by sharia 'because there is no reason that prohibits renting a safe deposit box. Based on the terms of Ijārah, the rental contract to rent a safe deposit box at Bank Bukopin Syariah is in accordance with the requirements of ijārah.

In addition to using the ijārah contract as the main contract in the safe deposit box rental contract, the author found that there is an additional contract used by Bank Bukopin Syariah in the safe deposit box rental contract. The additional contract used is the rahn contract. Akad rahn itself occurs when the customer submits IDR 750,000.00 as a key security deposit as notified to the customer at the beginning of the contract. The key guarantee paid by the customer at the time of the contract is used for compensation if the customer in the rental period loses or damages the key and damages the safe deposit box rented by the customer. As mentioned in the lease agreement renting a safe deposit box Bank Bukopin Syariah Article 4 concerning Indemnity which states: "The lessee is willing and obligated to pay damages for:
Risk of loss/damage to keys carried/stored by tenants and Risk of damage to safe deposit boxes rented by tenants whose keys are brought or stored by tenants. The amount of compensation is set by the bank at Rp 750,000.00²⁴.

In addition to using ijarah contracts, the practice of renting safe deposit boxes also uses additional wadi'ah contracts. Wadi'ah is a pure entrustment from one party to another, both entrusting an individual and a legal entity, where something to be entrusted must be maintained and later must be returned to the owner at any time the depositor wants to be returned to him²⁵. The practice of renting a safe deposit box at Bank Bukopin Syariah occurs after the customer's approval and the Bank makes a contract, then the customer will entrust or store his valuables or assets into the safe deposit box. Customers can at any time come to add or take goods or

²³ M. Ali Hasan, *Berbagai Macam Transaksi Dalam Islam (Fiqh Muamalat)* (Makassar: Raja Grafindo Persada, 2004), 231.

²⁴ PT. Bank Bukopin Syariah, "Akad Sewa Menyewa Safe Deposit Box Bank Bukopin Syariah" (Jakarta, n.d.), 1 Pasal 4.

²⁵ Sjahdeini, *Perbankan Islam Dan Kedudukannya Dalam Tata Hukum Indonesia*, 55.

assets stored in the safe deposit box by making an appointment in advance with the customer.

The practice of Bank Bukopin Syariah wadi'ah is included in the wadi'ah yad amanah. The principle in wadi'ah yad amanah is that the depositor or Bank cannot use or utilize the goods or assets deposited but only maintain them. In addition, the goods or assets entrusted must not be mixed with other goods or assets, but must be separated for each depositor item²⁶. Based on practice, goods or assets stored by customers in safe deposit boxes may not be used at all by Bank Bukopin Syariah in accordance with the provisions stated in the contract.

According to the number of pillar scholars contained in the wadi'ah contract, there are four types, namely there are people who entrust, there are people entrusted, there are things that are deposited and *sighah* (*ijab* and *qabul*)²⁷. The practice of renting a safe deposit box of Bank Bukopin Syariah is seen from the pillars, the first is that there are people who entrust it, namely customers, second, there are people entrusted, namely Bank Bukopin Syariah, third, there is something that is entrusted, namely valuable goods or assets belonging to customers, and the fourth *ijab* and *qabul*, namely explanations by Bank Bukopin, questions asked by customers if they feel something is not clear, and the signing of the contract if the two have agreed.

Based on the understanding of the wadi'ah contract, the principle of wadi'ah yad amanah, the various wadi'ah yad amanah, as well as the pillars and conditions of wadi'ah yad amanah, the practice of renting a safe deposit box at Bank Bukopin Syariah is in accordance with the provisions in the wadi'ah yad amanah contract. So in addition to using the *ijarah* contract in the safe deposit box rental contract, there is also a wadi'ah yad amanah contract to strengthen the main *ijarah* contract.

Furthermore, in addition to the wadi'ah yad amanah contract, there is also a *wakalah* contract in the lease contract, renting a safe deposit box to strengthen the main contract of *ijarah*. *Wakalah* is a person who surrenders / delegates something to another person, to what can be represented according to the Shari'a, so that the person who is represented can do something given to him while the person who represents something (the authorizer) is still alive²⁸. The practice of renting a safe deposit box in Article 6 Number 3 states: "With the approval of the Bank, the Tenant has the right to authorize a third party to open and make what is desired for the contents of the Safe Deposit Box, one thing or another with the following conditions: a. The authorization may only be done by using a Power of Attorney with a form provided by the

²⁶ Ascarya, *Akad Dan Produk Bank Syariah* (Jakarta: Raja Grafindo Persada, 2008), 43.

²⁷ Az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, 557.

²⁸ H Idris, *Fiqh Menurut Madzhab Syafi'i*, 67.

Bank.....; b. Evidence from a third party..... c. Renter's Card....."²⁹. Customers who rent safe deposit boxes are allowed by Bank Bukopin if they are unable to attend to come directly to the Bank to take or add goods or assets stored to the safe deposit to other people they trust.

The wakalah agreement made by the client to appoint the person he trusts is the wakalah al-Muqayyadah contract. Wakalah al-Muqayyadah is the appointment of representatives to act on his behalf in certain matters³⁰. In this case, the party appointed and trusted by the customer is only assigned to take or add goods or assets stored in the safe deposit box in accordance with the understanding of wakalah al-Muqayyadah.

There are four pillars of wakalah, namely: the authorizing party (muwakkil), the power of attorney (deputy), the object controlled (taukil) and ijab qobul (sighat)³¹. The practice of renting a safe deposit box consists of the customer as a muwakkil, a person trusted by the customer as a representative, an object controlled in the form of a safe deposit box to add or take goods or assets deposited, and ijab qabul is carried out by appointment or order from the muwakkil to the representative and the answer given by the representative on the order or appointment of the muwakkil.

Based on the understanding, various types of wakalah, and the pillars of wakalah, the practice of renting a safe deposit box at Bank Bukopin Syariah is in accordance with the provisions contained in the wakalah contract. So in addition to using the ijarah contract in the safe deposit box rental contract, there is also a wakalah contract to strengthen the main ijarah contract.

According to Al-Imran (1431, p.46) a hybrid contract is a multi-contract as a set of several nominal material contracts contained by a contract, either collectively or reciprocally, so that all rights and obligations arising from it are considered as legal consequences of one contract. Hybrid contract is a contract consisting of two or more contracts that are used jointly to fulfill the rights and obligations of muamalah carried out by both parties. The rahn agreement used by Bank Bukopin Syariah lies in the security deposit charged by the customer at the beginning of the contract which is used as collateral when during the rental period the customer is feared to lose or damage the bank's key or safe deposit box. Rahn is an item or object that is used as collateral for customers for loans provided by the bank³².

²⁹ PT. Bank Bukopin Syariah, "Akad Sewa Menyewa Safe Deposit Box Bank Bukopin Syariah" Pasal 6.

³⁰ Antonio, *Dasar-Dasar Manajemen Bank Syariah Cet-7*, 34.

³¹ Sri Sudiarti, *Fiqh Muamalah Kontemporer* (Sumatra: Febi-UIN-SUPRESS, 2018), 186.

³² Rahmat Syafii, *Fiqh Muamalah* (Bandung: Pustaka Setia, 2000), 159.

In practice, Bank Bukopin Syariah Solo Branch Office is in accordance with the National Sharia Board Fatwa Number 24 / DSN-MUI / III / 2002 concerning Safe Deposit Box using the main contract *ijarah*³³. However, in addition to using the main contract of *ijarah*, Bank Bukopin Syariah Solo Branch Office also uses an additional contract of *rahn* to carry out the precautionary principle. So that the provisions of the hybrid contract have been fulfilled, namely using two or more contracts in one transaction, namely *ijarah* contracts and *rahn* contracts in sharia safe deposit box service products.

The principle of the Hybrid Contract or Multi Akad itself is permissible and the law of the Hybrid Contract or Multi Akad is equated with the law of the contracts that build it. This means that every muamalat transaction that collects several contracts, the law is not haram to be carried out as long as the transactions that build it are permissible. The majority of Hanafi scholars, and some of the Malikiyyah, Shafi'iyah and Hambaliah scholars, argue that the law of Hybrid Contract or Multi Akad is valid and permissible in Islam, arguing that the original law of the contract is permissible, as long as there is no legal proposition prohibiting it. Because basically the law that applies to muamalah is permissible according to the rule "the original law in (the implementation of) mu'amalah is permissible (halal), except that which has been determined by the proposition of its haram".

Although some scholars allow hybrid contracts, there are restrictions on the application of hybrid contracts, including the following: sale and purchase contracts with buying and selling contracts, buying and selling contracts with loan contracts, and two transactions in one transaction; hybrid contracts that use *ribawi hilah*, namely using cunning techniques to lead to usury practices; hybrid contracts that cause usury practices; hybrid contracts consisting of transactions whose laws are opposite; and hybrid contracts that are vulnerable to *gharar* practices³⁴. The hybrid contract that occurs in the practice of renting a safe deposit box at Bank Bukopin Syariah Solo is a contract that is allowed in Islam, because it does not contain restrictions or regulations as described above.

CONCLUSION

National Sharia Council Fatwa No.24/DSN-MUI/III/2002 concerning safe deposit boxes has stated that in safe deposit box service products using *ijarah* contracts, but in practice Bank Bukopin Syariah uses additional contracts, namely *rahn* contracts, *wadi'ah yad amanah*,

³³ Dewan Syariah Nasional (DSN) MUI, "Fatwa Dewan Syariah Nasional," 3 Pasal 1.

³⁴ Marizal and Hamdani, "Konsep Hybrid Contract Dalam Studi Perbandingan," 28–29.

and wakalah. With the additional contract used to fulfill the provisions of the hybrid contract, a hybrid contract is an agreement consisting of several contracts combined into one. The agreement in the practice of renting a safe deposit box is contained in the guarantee which at the beginning after the approval of both parties, the customer is asked to submit a security deposit of IDR 750,000.00 as a key guarantee. The key security deposit will be forfeited if the customer during the rental period loses and damages the safe deposit box key rented by the customer. Akad wadi'ah yad amanah is found in goods or assets stored or deposited in a safe deposit box which is a pure deposit that cannot be utilized by the Bank. Wakalah agreement is available when the customer is given the right by Bank Bukopin Syariah to represent the taking or addition of goods or assets stored in the safe deposit box.

BIBLIOGRAPHY

- Al-Imrani, Abdullah bin Muhammad bin Abdullah. "Al-'Uqud Al-Maliyah Al Mukkabah: Irasat Fiqhiyah Ta'shiliyah Wa Tathbiqiyah." 1431.
- Antonio, Muhamad Syafi'i. *Dasar-Dasar Manajemen Bank Syariah Cet-7*. Tangerang: Azkia Publisier, 2009.
- Ascarya. *Akad Dan Produk Bank Syariah*. Jakarta: Raja Grafindo Persada, 2008.
- Az-Zuhaili, Wahbah. *Fiqh Islam Wa Adillatuhu*. 5th ed. Jakarta: Gema Insani, 2011.
- Departemen Agama RI. *Al-Qur'an Dan Terjemahannya*. Jakarta: PT Insan Medika Pustaka, 2012.
- Dewan Syariah Nasional (DSN) MUI. "Fatwa Dewan Syariah Nasional," 2002.
- H Idris. *Fiqh Menurut Madzhab Syafi'i*. Jakarta: Widjaya, 1969.
- Hadi, Muhammad Sholikul. *Penggadaian Syariah*. Jakarta: Salemba Diniyah, 2003.
- Hallaq, Wael B, Djuwani, and Dimyauddin. *Pengantar Fiqh Muamalah*. Ponorogo: Pustaka Pelajar, 2008.
- Harun, Nasrun. *Fiqh Muamalah*. Jakarta: Gaya Media Pratama, 2000.
- Hasan, M. Ali. *Berbagai Macam Transaksi Dalam Islam (Fiqh Muamalat)*. Makassar: Raja Grafindo Persada, 2004.
- Hasibuan, H. Melayu S.P. *Dasar-Dasar Perbankan*. Jakarta: Bumi Aksara, 2006.
- Ismail. *Manajemen Perbankan: Dari Teori Menuju Aplikasi*. Jakarta: Kencana, 2011.
- Kasmir. *Dasar-Dasar Perbankan*. 14th ed. Jakarta: PT. Raja Grafindo Persada, 2018.
- Marizal, Muhammad, and Fahrul Khoerudin Hamdani. "Konsep Hybrid Contract Dalam Studi Perbandingan." *Jurnal Unviversitas Tidar*, 2020.
- Nasution, Soadadah. *Kamus Umum Lengkap*. Jakarta: Mutiara Sumber Widya, 1995.
- PT. Bank Bukopin Syariah. "Akad Sewa Menyewa Safe Deposit Box Bank Bukopin Syariah." Jakarta, n.d.
- Santoso, Harun, and Anik. "Analisis Pembiayaan Ijarah Pada Perbankan Syariah." *Ilmiah*

Ekonomi Islam 01 (2015): 106–16.

Sjahdeini, Sutan Remy. *Perbankan Islam Dan Kedudukannya Dalam Tata Hukum Indonesia*. Jakarta: Grafiti, 1999.

Sudiarti, Sri. *Fiqh Muamalah Kontemporer*. Sumatra: Febi-UIN-SUPRESS, 2018.

Suhendi, H Hendi. *Fiqh Muamalah*. Jakarta: PT RajaGrafindo Persada, 2002.

Syafi'i, Rachmat. *Fiqh Muamalah*. Bandung: Pustaka Setia, 2001.

Syafii, Rahmat. *Fiqh Muamalah*. Bandung: Pustaka Setia, 2000.

Usman, Rachmadi. *Aspek-Aspek Hukum Perbankan Di Indonesia*. Jakarta: Gramedia Pustaka Utama, 2001.