

CHAPTER FIVE

CONCLUSION AND RECOMMENDATION

A. Conclusion

Based on the explanation and discussion in the previous chapters in this study, the author has concluded the following conclusions:

1. KSPPS Tamzis Bina Utama provides several products with regards to saving and financing. There are two saving products provided for the members, namely Simpanan Mutiara which applies *Wadiah yad dhamanah* and Simpanan Berjangka (*Ijabah*) which applies *Mudharabah Mutlaqah*. For financing products, there are five products offered to members, those are *Mudharabah*, *Murabahah*, *Ijarah*, *Kafalah* and Portion of Hajj Financing.
2. The *Wadi'ah* contract used in KSPPS Tamzis Bina Utama of Yogyakarta is *Wadi'ah yad dhamanah* where the Tamzis as the party entrusted is responsible for the integrity of the assets and can use the assets for another activity such as financing and there is no incentive or reward given to the members so it means that the contract is free from *riba*.

Based on the compliance of the contract with fatwa of DSN-MUI, in this study the author concluded that the contract of *Wadi'ah* is in accordance with the provisions in the Fatwa of DSN-MUI because the provisions written in the fatwa have been fulfilled in the contract of

Wadi'ah of KSPPS Tamzis Bina Utama of Yogyakarta. Also, based on the interview with respondent, the operational process is in accordance with what has been stated in the *Wadi'ah* contract and the Fatwa of DSN-MUI. So, based on the analysis of the contract with Fatwa of DSN-MUI, it can be concluded that the contract and the operational process are compliant with the provisions of Fatwa of DSN–MUI No: 02/DSN-MUI/IV/2000 on Saving.

3. The *Murabahah* contract in KSPPS Tamzis Bina Utama of Yogyakarta is a sale and purchase contract between members and Tamzis which is permissible by Sharia as long as neither party feels disadvantaged and the contract is agreed upon by both sides. Based on the comparison between the contract and Fatwa of DSN-MUI, the contract has been compliant to the provisions as stated in the Fatwa of DSN-MUI No: 04/DSN-MUI/IV/2000.

Moreover, based on the interview with the respondent, KSPPS Tamzis Bina Utama of Yogyakarta has provided service which is quite satisfying and customers felt that the implementation of KSPPS Tamzis Bina Utama has been sufficient in accordance with the agreed contract. So, based on the analysis above, the author concluded that the contract and the operational process are compliant with Fatwa of DSN-MUI No: 04/DSN-MUI/IV/2000 on *Murabahah*.

B. Recommendations

1. To avoid any dispute and misunderstanding, KSPPS Tamzis Bina Utama of Yogyakarta should give a deeper explanation of the definition of each product and also the provisions in the contract. Therefore, there will be no more misunderstanding between the members and the cooperatives in the future regarding the implementation of the contract.
2. The Sharia Supervisory Board of KSPPS Tamzis Bina Utama of Yogyakarta should work more optimally to guarantee and supervise the compliance of the products in KSPPS Tamzis Bina Utama of Yogyakarta with Fatwa of DSN-MUI.
3. KSPPS Tamzis Bina Utama of Yogyakarta should explain the Fatwa of DSN-MUI to the members from the beginning of the agreement so that any problems and misunderstandings in the operational process will not occur. Any risks related to *Wadi'ah* or *Murabahah* should be anticipated as soon as possible even if KSPPS Tamzis Bina Utama of Yogyakarta has never experienced it. If a conflict occurs, then KSPPS Tamzis Bina Utama of Yogyakarta should resolve it immediately so that it will not become a bigger problem in the future.