



Research Paper

Akad Self-Service-Laundry in The Perspective of Fiqh Muamalah

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ABSTRACT

Self-service laundry service is an innovation in the laundry business that is different from conventional laundry services. On the other hand, Fiqh Muamalah emphasizes that every contract/transaction must meet the provisions and run in accordance with the principles of Islamic law to realize benefits and justice.

The type of research used is field research, which is qualitative descriptive, namely research by collecting data in accordance with the actual data and then the data is compiled, processed, and analyzed to provide an overview of the existing problem. Primary data was obtained through observation and interviews with self-service laundry owners in Madura. Meanwhile, secondary data comes from references to books, journals, research results, and other materials related to the problem being researched.

The results of this research are that the practice that applies to self-service laundry is the practice of ijarah 'ala al-manfa'ah contract. The practice began with an agreement between the customer/consumer (musta'jir) and the laundry self-service party (mu'jir) regarding the rental of laundry facilities and equipment. Customers then exchange their banknotes for laundry coins that are used for washing and drying. As for the practice, the self-service laundry contract has fulfilled the provisions of the ijarah contract perfectly. However, in practice, it is necessary to clarify the provisions of rights and responsibilities if something happens that has not been agreed upon in the contract, such as if there is damage to laundry equipment when used by consumers.

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Introduction

The rapid development of technology has impacted and affected various aspects of people's lives such as culture, economy, politics, law and so on (Zaini, 2022). In the economic aspect, technological progress and diversity provide opportunities for people to innovate, open and develop business opportunities. One of the business innovations in the technology era is the emergence of *the self-service laundry business*.¹ *Self-service laundry* is a laundry service where the laundry service provider only provides *laundry* facilities while the customer does the entire process from washing to drying clothes by complying with several predetermined conditions (saputra, Ricky Gunawan. Widagdo, Herry. Megawati, 2017). This is different from conventional laundry which offers laundry at a price and time that has been determined by the service provider, with a minimum and maximum time span to complete the order according to customer requests (Abdullah Umar, Agung Hari S, Glory Agusman, 2016), (Deny Andrianto, 2023).

Currently, *the self-service laundry* business is growing in various cities. *The self-service laundry business* is increasingly popular, especially in locations that are inhabited by many students, such as boarding houses or rented houses. The strategic position of students makes *the self-service laundry* business increasingly in demand. Through a system like this, consumers or customers have several advantages such as a relatively fast washing process and can guarantee the safety of their clothes, customers have full control over how they wash their clothes, from detergent selection to temperature regulation. In addition, generally *self-service laundry* has a fairly low rate compared to *conventional* laundry services (Sugi Priharto, 2022). Therefore, the majority of people choose *self-service laundry* services because they do not have to spend a lot of money to wash clothes. (Priyono & Rahmadanik, 2021) In addition, *self-service laundry* business actors also have the advantage of getting a larger income with smaller operational costs. (Kompas, peaking at the wet opportunities of the laundry business).

In contrast to conventional *laundry* services, where the practice of the contract that occurs is *ijarah 'ala al'amal*, that is, consumers hire or hire laundry service providers to wash their clothes with *ujrah* or a certain wage. So, in the practice of *self-service laundry* services, it still raises question marks about the practices and contracts that apply between service providers and consumers, as well as how Islamic law reviews these services. This is because in Islam, the contract has legal implications for the parties involved in the mu'amalah transaction. Therefore, the legal aspects of mu'amalah must be considered.

Self-service laundry *services* also face various problems, including the use of laundry notes that do not contain specific provisions related to the rights and responsibilities between laundry service providers and consumers. This has the potential to cause problems for both parties if unwanted things occur, for example,

¹ In general, there are two types of laundry businesses, namely kilo laundry and *self-service laundry*.

there is damage to the washing machine or ironing equipment during the process of using the service, so who is the responsible party and how the provisions are a problem for both parties

Several previous studies have discussed laundry service practices and contracts such as those conducted by (Nur Amalia, 2015), (Alfianita et al., 2019), (Rosidah & Karim, 2019), (Fatimah, 2020), (Fitri, 2020), (Cahyadi, 2022), (Sastrawati & Anis, 2022), (Azhari & Taufiq, 2023). However, these studies examine contracts and problems related to conventional laundry. Meanwhile, research on *laundry self-service* practices and contracts has not been done much. Based on the search conducted by the author, there are several studies related to *self-service laundry*, namely: (M. Hussin et al., 2024) His research examines the level of understanding of self-service laundry consumers towards the term *ṭahārah* in the practice of purification and the extent of its application in daily practice. (Mohd Huefiros Efizi bin Husain et al., 2021) Discuss the additional costs that occur in the *self-service laundry* franchise contract between the grantor and the franchisee. The research does not discuss contracts or agreements between service providers and *self-service laundry* consumers. While (N. L. Hussin et al., 2022) Examine the perceptions and factors that most affect customer satisfaction with the quality of *self-service laundry* services using the Servqual Model.

This study seeks to complement previous studies by examining the practice and contract of *self-service laundry* services. The results of this study are expected to be able to provide a description related to the practice and legal aspects of *mu'amalah* as well as the rights and responsibilities that must be considered between *self-service laundry service providers* and consumers.

Method

The research method used field research (Umar Sidiq, 2019). The author uses a qualitative method in this study. The purpose of this research is to gain an understanding of the real phenomenon or event experienced by the research subject and to reveal the situation that occurs (Umar Sidiq, 2019). The approach of this research uses qualitative descriptive. The use of the descriptive method aims to find facts about the practice of *ijarah* contracts in *self-service laundry*.

Data collection techniques through interviews, observations, or document analysis to find data related to contracts on *self-service laundry services*. The object of this research is Bubble Wash laundry and Wos Wuzz laundry which already has several branches in Madura. Related data from the perspective of *self-service laundry* users and *self-service laundry owners*. The research data is then analyzed, classified and then analyzed using descriptive-analytical methods (Muhammad Rizal Pahleviannur, 2022). This analysis is carried out systematically to describe thoroughly and explain clearly which ultimately results in a valid conclusion (Muh. Fitrah & Luthfiyah, 2017)

Results

Practice of Akad Ijarah in Laundry Self Service

The practice of laundry *service* contract is to rent a washing machine using a *self-service* service system, namely consumers come to the service place to wash clothes by

paying a certain amount of tariff. All washing processes are carried out by consumers themselves while laundry owners only provide washing equipment such as washing machines to irons. This means that the contract practice service in the *self-service laundry* service is included in *ijarah manfa'ah*, which is an agreement in which self-service laundry customers (*musta'jir*) rent benefits from the facilities and equipment provided by the existing laundry party (*mu'jir*) to wash and dry their laundry and pay rewards (*ujroh*) for the benefits obtained from the service.

The initial process of the *ijarah* contract in *self-service laundry* begins with an agreement between the customer (*musta'jir*) and the service provider (*mu'jir*) regarding the rental of self-service laundry facilities and equipment. At this stage, the determination of rental conditions such as the duration of use of fees (*ujroh*), and other provisions related to the process of washing and drying clothes using available facilities occurs. After both parties know the terms of service, the official *ijarah* contract begins with the customer using the *self-service laundry facility* in accordance with the agreement that has been made.

In the practice of exchanging banknotes for coins for *self-service laundry*, the object of *ijarah* is a money exchange machine provided by the business owner. This machine allows customers to exchange banknotes for coins that can be used on a laundry machine. This process is quite simple and practical, i.e. the customer inserts the banknotes into the money changing machine. The machine processes the banknotes that are inserted and dispenses coins according to the value of the banknotes. The coins received by customers can be used to operate the *laundry machine*. To wash and dry with a *laundry machine*, it takes 10 laundry coins where each coin has a value of Rp.2000.00. So the total cost of washing and drying is Rp.20.000.00.

These coins can be used for a one-time wash and drying process as needed in *self-service laundry*. Customers are quite easy to operate the washing machine because there are already instructions on the washing machine. After putting the laundry into the washing machine of their choice and operating it using the coins that the customer has earned and completing the washing process according to the duration and type of washing required. Once they have finished washing, they proceed to transfer the laundry to the dryer available at the *self-service laundry*. After the clothes are finished drying, customers can pick up their laundry

The procedure for the *ijarah* contract in the *self-service laundry* service is considered transparent because the service provider has provided information on service rates to provide clarity to consumers. They have introduced policies that include writing in detail and providing price listings. Thus, each service user can easily access information about rental fees before making a transaction. This step is not only a form of formal obligation but also a real effort to improve a more transparent transaction experience and increase consumer trust in the services provided.

However, technical matters related to the provisions on rights and responsibilities between laundry service providers and consumers have not been clearly informed and negotiated. Among them are related to the provisions of liability if the washing machine or laundry equipment is damaged when it is being used by

consumers, who is the responsible party and what are the provisions? This needs to be considered and clarified by both parties because it has the potential to cause problems in the future.

Fiqh Muamalah Review on Akad Ijarah on Laundry Self Service

Based on the provisions of Fiqh Muamalah, the *ijarah* contract in *the existing self-service laundry* is *ijarah manfaah*, which is to compensate for the use of equipment and facilities provided by the business owner. In this case, the service user (*musta'jir*) rents a *laundry facility (mu'jir)* to wash and dry their clothes, and then pays a wage (*ujroh*) as compensation for the use of the laundry equipment and facilities. *Laundry Was Wuzz* and *Laundry Bubble Wash* implements a *self-service laundry* system which means that the price for each time of washing clothes is set at Rp.10,000 and the fee for each time of drying clothes is also set at Rp.10,000. Thus, customers can manage their own washing and drying process of clothes according to their needs and pay according to the use of the facilities they have utilized.

The *ijarah* contract is allowed as an intermediary for economic activities because both parties benefit each other. Consumers are relieved of their work, while the *laundry* party is rewarded in the form of money to increase income and support the family's economy. Therefore, the wisdom of the *ijarah* contract is very important, especially in this modern era.

The application of the *ijarah* contract to *self-service laundry* can be analyzed using the *fiqh* law of *muamalah* related to the fulfillment of the conditions and pillars of the *Ijarah* contract. The analysis can be described as follows:

Aqid (Mu'jir dan Musta'jir)

The aqid in the *ijarah* contract consists of two parties, namely *mu'jir*, who gives wages or rents, and *musta'jir*, who receives wages to do a job. In order to avoid disputes, it is important for both parties to understand the benefits of the goods that are the object of the contract. In addition, both must have the ability to reason and be able to distinguish between good and bad. If one of the parties is unreasonable, such as a crazy person or a child who cannot distinguish something is considered invalid (Millah et al., 2022)

Aqid in *self-service laundry* is *mu'jir*, a person who rents a *self-service laundry* machine, namely a *self-service laundry* customer, while a *musta'jir* is a person who rents a *self-service laundry* machine to his customers. Based on observations and interviews with *self-service laundry* owners, it is known that business owners (*musta'jir*) have met the *Aqid requirements*, namely having reached puberty and are legally capable. Then customers or consumers of *Laundry Was Wuz* and *Laundry Bubble Wash (mu'jir)* are adults consisting of students, housewives and the surrounding community. They have also qualified for "*Aqid*", which means that they have reached puberty and *mumayyiz* are at least seven years old.

Shighat Akad

Shighat akad or statement of will is an expression of the parties involved in the contract, which consists of *ijab* and *kabul*. *Ijab* is an expression from the first party who promises or asks to do something. Meanwhile, *Kabul* is an acknowledgment of acceptance of the offer from the second party. The process of *ijab* and *kabul* must

describe the existence of permission, pleasure, and agreement that shows an agreement between the two parties regarding the consequences of rights and obligations arising from the contract (Dery Ariswanto, 2021). *Shighat* akad in ijarah is a way to express the intention of the two parties who perform the contract, either through recitation or other things that represent it, such as reciting rent, hiring, or similar. As long as both parties understand the meaning of the recitation of *the shighat*, then ijarah is considered valid, regardless of the pronunciation used (Agung Fakhruzy, 2020).

In *self-service laundry services*, *Shighat* contracts do not always have to be delivered in a clear way. In some contexts, both parties can give up each other or show their pleasure (*ridha*) towards the contract. The meaning of *ijab* and *kabul* includes statements or deeds that show pleasure in a contract between two or more people, which confirms the agreement made.

Ijab kabul carried out between the service provider and consumers of *self-service laundry* users is by deeds (*sighoh al-fi'l*). The *kabul* incident occurred when consumers came to the *laundry* and then exchanged their money in an automatic washing machine to wash their own laundry. Consumers put the coins that have been exchanged into *the laundry* machine to start the washing process, such a flow has described *ijab kabul* with deeds.

Thus, the *ijab kabul* in ijarah has been achieved, where both parties express their willingness to carry out *self-service laundry* transactions. However, if one of the parties is forced to fulfil the contract, then the ijarah is invalid. In this transaction, consumers benefit from using *laundry* equipment, while business actors benefit by receiving *fees* or rewards of commercial value to meet their living needs. The implementation of *ijab kabul* is the same as the concept of *mua'athah* which is currently common, where in practice *sighat ijab qabul* does not need to use words.

"Al-Manafi"

Benefit in ijarah refers to the principle that the lease transaction must provide balanced and fair benefits to both parties involved. This means that the party renting the lessor must give the party renting the lessee access to use the goods or services in exchange for the payment of the rent that has been agreed. This principle affirms that the relationship between the lessor and the lessee must be based on mutual interests and not unfairly harm one of the parties. (Muhajir et al., 2021)

The benefits contained in the practice of *self-service laundry* business are clearly known so that there is no doubt in the future. If the benefits are not clear, then the contract is invalid. The benefits contained in laundry business practice are clear, namely that customers can use the available equipment to clean clothes in *self-service laundry* machines.

In the practice of *ijarah* in *the self-service laundry* business that is moved is only a benefit, not the ownership of an object. For example, in the *self-service laundry business* the benefit that was transferred was the ability of automatic washing machines to wash clothes quickly. The consumer is obliged to pay for the use of the benefits of the machine. Washing machines remain the property of the business owner. After the use of the tool is completed, the *ijarah* contract between the two parties ends and the goods

remain in the possession of the rental owner.

The parties involved in the contract must have a uniform understanding. Therefore, the phenomenon that occurs in the practice of *self-service laundry* business during the contract period is agreed by both parties with the same understanding, approval, and knowledge. Thus, *the self-service laundry* business has met all the necessary requirements and benefits.

Ma'qud 'alaih

Ma'qud 'alaih is a term in Islamic law that refers to the object or subject of a transaction in a contract or agreement. In the context of muamalah (social and economic interaction), *ma'qud 'alaih* usually refers to goods or services that are the focus of a contract or agreement (Hasan, 2018).

Ma'qud 'alaih in the context of *ijarah* is in the goods or services that are rented. In a rental transaction, *ma'qud 'alaih* is an object that is agreed to be rented by the lessing party to the lessee. In Islamic law, clarity regarding *ma'qud 'alaih* is very important because it determines the conditions for the validity of the *ijarah* contract, including the rights and obligations attached to the rental object and the tenant's right to use the rental object in accordance with the agreed agreement.

Ma'qud alaih in *self-service laundry* is a laundry machine service provided by a *self-service laundry* provider that allows customers to wash and dry their own clothes using the available facilities. The condition of *ma'qud alaih* is that the work done must be *mubah* or not prohibited by religion and can be handed over. *Self-service laundry* customers benefit from the facilities provided by the laundry to wash and dry their own clothes.

Ujrah

In ijarah ujrah means wages or rewards. In addition, the terms jare and jualah have the same meaning, namely wages. However, in this term, wages are usually interpreted as gifts or rewards for a service for a job. In terms *jlàh*, it means the provision of wages for a service (benefit) that is expected to occur (Sumiati & Nuraeni, 2022).

In the context described above, *jualah* and *jlà* can be considered equivalent to *ujrah* and *ijarah*, because *ujrah* is part of the *ijarah* contract. The term wage or reward is another term that is often used by people to refer to *ujrah*, especially by those who are not familiar with the language of banking. *Ujrah* in *Madura self-service laundry* is the wage paid by consumers when they use *self-service laundry* (*mu'jir*). As a person who rents a washing machine, *self-service laundry* is (*musta'jir*). The *ujrah* paid to bubble wash and Was Wuzz is 5 coins or Rp. 10,000 per wash.

In the Qur'an, it is stated about the obligation to pay wages (*ijarah*) in the provision of services to other people or other parties, so that the *ijarah* contract is considered legally valid. Currency is considered an object of value and not a prohibited item, as it serves as a useful medium of exchange. In the practice of *self-service laundry* business, both service providers and consumers have agreed and harmonized on the use of money as wages (*ujrah*). Therefore, the terms and conditions regarding the payment of money in exchange for *self-service laundry services* have been fulfilled in accordance with applicable regulations.

From the above explanation, the practice of the *ijarah* contract in *self-service*

laundry has fulfilled the principles and requirements of the *ijarah* contract 'ala al-manfa'ah perfectly. However, technical matters related to the provisions on rights and responsibilities between laundry service providers and consumers have not been clearly informed and negotiated. Among them are related to the provisions of liability if the washing machine or laundry equipment is damaged when it is being used by consumers, who is the responsible party and what are the provisions? This needs to be considered and clarified by both parties when conducting self-service laundry transactions to realize a contract that is beneficial, fair and avoids gharar.

Conclusion

The practice of the self-service laundry *ijarah* contract is a washing machine rental using a *self-service service system*. The initial process of the *ijarah* contract in *self-service laundry* begins with an agreement between the customer (*musta'jir*) and the *self-service laundry* (*mu'jir*) regarding the rental of *self-service laundry* facilities and equipment. Then the customer exchanges banknotes for *laundry* coins. This coin can be used for a one-time wash and drying process as needed in *self-service laundry*. After putting the laundry into the washing machine of their choice and operating it using the coins that the customer has earned and completing the washing process according to the duration and type of washing required.

Based on the analysis of muamalah fiqh on the practice of *ijarah* contracts in *self-service laundry*, it can be concluded that this practice meets all the conditions and principles necessary for the validity of the *ijarah* contract. Which shows that many customers who are students have met the contract requirements, namely the minimum age of 7 years and the *ijab qabul* agreement is carried out clearly through deeds. The benefits of *self-service laundry* services have been well defined, avoiding potential disputes in the future. Rental objects in the form of washing machines are halal and are not included in the goods that are prohibited or prohibited by Islamic law. Fees paid by consumers to service providers in accordance with a valid agreement. Thus, the practice of the *ijarah* contract in *self-service laundry* can be considered valid in the view of fiqh muamalah.

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