

Implementation of *Wadiah* Contract in *Hajj* Savings Management System at Bank Syariah Indonesia Belitang Sudirman Branch

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ABSTRACT

This research is motivated by the numerous banks offering fundraising products, one of which is Bank Syariah Indonesia (BSI) Belitang Sudirman Branch, which offers the Indonesian *Hajj* Savings product. This product is crucial because many Muslims wish to perform the *Hajj* pilgrimage but are constrained by high costs. The role of Islamic banking is not merely to seek profit or serve as a worldly investment tool, but also as a means to draw closer to Allah SWT through contracts that align with Sharia principles. This study aims to determine the implementation of the *wadiah* contract applied in the *Hajj* savings management system at BSI Belitang Sudirman Branch and to ascertain whether the *Hajj* savings management at BSI complies with Islamic economic law principles. This research is a field study with a qualitative approach. The subjects of this research are employees of BSI Belitang Sudirman Branch and three *Hajj* savings customers. The data sources used are primary and secondary data. Data collection methods include interviews, observation, and documentation. The research findings indicate that, *first*, the implementation of the *wadiah* contract in *Hajj* savings management at BSI Belitang Sudirman Branch involves several steps. Prospective customers must meet requirements, such as submitting their ID card (KTP) and Taxpayer Identification Number (NPWP) (if applicable), then filling out an account opening form via the BSI Mobile application with assistance from the bank. Once all data is entered and the contract is chosen, an *ijab* (offer) and *qabul* (acceptance) process takes place between the bank and the customer. In managing *Hajj* savings funds with the *wadiah yad dhamanah* contract, there is no profit sharing, as it is a deposit. *Second*, the management of these *Hajj* savings funds has been wellimplemented and adheres to Sharia principles, referring to the Qur'an, Hadith, and Fatwa DSN No. 02/DSN-MUI/IV/2000, which regulates savings with the *wadiah yad dhamanah* contract. Thus, the management of *Hajj* funds at BSI Belitang Sudirman Branch is in accordance with Islamic economic law.

1. Introduction

According to Law of the Republic of Indonesia Number 7 of 1992, as amended by Law Number 10 of 1998 concerning Banking, a Bank is a business entity that collects funds from the public in the form of deposits and distributes them back to the public in the form of credit and/or other forms to improve the living standards of many people (UUD, 1998). In Indonesia, banks are divided into two types: conventional banks and Islamic banks. Conventional banks are banks whose operational activities use an interest-based system, while Islamic banks are banks whose operational activities do not use an interest system, but instead are based on Islamic concepts in accordance with the Al-Qur'an and Hadith, namely cooperation under a profit-and-loss sharing scheme (Khasmir, 2016).

The products offered by Islamic banks include various types, such as financing products, fundraising products, and service products. All these products are provided to meet the needs and serve customers in accordance with Sharia principles. One of the fundraising and service products offered by Bank Syariah Indonesia (BSI) Belitang Sudirman Branch is the Indonesian *Haji Savings (Tabungan Haji Indonesia)*, which aims to assist Muslims who wish to perform the *Haji* pilgrimage but are constrained by costs. The *Haji* pilgrimage is an obligation for Muslims who are physically and financially capable. However, many prospective pilgrims face difficulties in financing the *Haji*. Therefore, the *Haji* savings product offered by Syariah Bank Indonesia becomes an excellent solution.

The *Haji* savings product managed by BSI is implemented with Sharia principles using the *wadiah* contract. Terminologically, *wadiah* means entrusting an item to another person so that they can properly maintain and safeguard it (Sulaiman, 2019). The fund management system for this product is then reviewed from the perspective of Islamic Economic Law. Therefore, the researcher is interested in conducting a study titled "Implementation of the *Wadiah* Contract in *Haji* Savings Management from the Perspective of Islamic Economic Law at BSI Belitang Sudirman Branch Gumawang."

This research aims to analyze the implementation of the *wadiah* contract in *Haji* savings management at BSI Belitang Sudirman Branch, as well as to evaluate the conformity of the *Haji* savings fund management system with the principles of Islamic economic law. This research is useful for increasing insight and knowledge about *muamalah* (Islamic transactions), particularly regarding the implementation of the *wadiah* contract in *Haji* savings at Islamic banks. It is hoped that the results of this research can provide constructive input for improving the performance of Islamic banks and offer useful information to customers regarding *Haji* savings that can be paid in installments, thereby facilitating customers who wish to perform the *Haji* pilgrimage. Furthermore, this research is also expected to provide new insights for the author regarding the application of the *wadiah* contract in *Haji* savings management.

2. Literature Review

2.1. Definition of Implementation

Simply put, implementation can be understood as execution or application. Usman states that implementation is an expansion of mutually adjusting activities (Usman, 2020). According to Syauckani, implementation is a series of activities aimed at delivering policies to the public so that these policies can achieve the desired results (Nur, F, Syauckani, 2022). Harsono, meanwhile, posits that implementation is a process of carrying out activities to become policy actions from political administration (Sholihah, 2024). Based on the definitions, it can be said that implementation involves various actions undertaken to execute and realize a pre-arranged program. This is done to achieve the program's objectives, as fundamentally, every established plan has specific goals or targets to reach.

2.2. Definition of Contract (*Akad*)

A contract (*akad*) is an agreement in a pact between two or more parties to perform or refrain from performing certain legal acts. The principles of *akad* emphasize that every contractual commitment must be founded on the free will of the parties (*Ikhtiyari*), without coercion or pressure from any side, and must be performed with trustworthiness and faithful fulfillment of agreed promises (*Amanah*). Contracts are to be entered with prudence and careful consideration (*Ikhtiyati*), executed accurately and meticulously; they should be binding and unalterable where appropriate (*Lazum*), avoiding speculative practices or gambling (*maisir*). Each contract must aim for mutual benefit and prevent manipulative

conduct that harms a party, ensure equality of standing with balanced rights and obligations (*Taswiyah*), and maintain full transparency and accountability among the parties. Contracts should respect the capacity of the parties so as not to impose excessive burdens, facilitate execution (*Taisir*) by making performance practical, be entered in good faith to serve public welfare (*maslahah*), contain only lawful causes not contrary to law or religious prohibitions, uphold freedom of contract (*Al-hurriyah*), and whenever possible be documented in written form (*Al-kitabah*) to provide clear evidence and legal certainty.

The pillars of an *akad* define the essential elements required for a valid and enforceable contract. *First*, the contracting parties may be individuals, groups, partnerships, or corporate business entities, each of which must have the legal capacity and authority to enter the agreement. *Second*, the object of the contract must be a lawful and clearly specified asset or service (*ammal*) so that there is no uncertainty about what is being exchanged. *Third*, the primary purpose of the contract should be to meet the living needs and to support the commercial development of the parties, ensuring that contractual provisions serve their intended economic and social functions. *Fourth*, the agreement or *sighat*, the expression of offer and acceptance, must be conveyed clearly and unambiguously, whether orally, in writing, or by conduct that demonstrates mutual assent, so that the formation of the contract is evident, provable, and capable of being enforced. When these pillars align with the governing principles, the resulting contract will be fair, transparent, and consistent with legal and ethical obligations (Mahkamah Agung RI, 2011).

2.3. Definition of *Wadiah*

In the Islamic *fiqh* tradition, the principle of deposit or safekeeping is known as the principle of *al-wadiah*. *Al-wadiah* can be defined as a pure deposit from one party to another, whether an individual or a legal entity, which must be safeguarded and returned whenever the depositor requests it (Farooq, 2011). According to Sulaiman Rasjid, *Wadiah* is the act of entrusting an item to another person so that they can properly maintain and safeguard it (Sulaiman, R, 2019). A *wadiah* contract is a contract for depositing goods or money that occurs between the party owning the goods or money and the entrusted party, with the aim of ensuring the safety, security, and integrity of said goods or money (Basaria, N, 2016).

The legal basis permitting *wadiah* transactions is found in the QS. Al-Baqarah [2]: 283:

تَكْتُمُوا لَآؤَ رَبِّهِ ۗ وَاللَّهُ وَلِيُّ الْمُؤْمِنِينَ ۗ أَمَانَةٌ أَوْ تَمِينٌ ۗ أَلَّذِي فَلْيُؤَدِّ بَعْضًا بِبَعْضٍ ۗ أَمِنْ فَاِنْ مَّقْبُوضَةٌ ۗ فَرَهُنَّ كَاتِبًا تَجِدُوا ۗ وَلَمْ سَفَرٍ عَلَى كُنْتُمْ ۗ وَإِنْ
عَلَيْكُمْ تَعْمَلُونَ بِمَا وَاللَّهُ فَلَبِئْسَ أَتَمَّ فَإِنَّهُ يَكْتُمُهَا وَمَنْ الشَّهَادَةُ

Meaning: "And if you are on a journey and cannot find a scribe, then a pledge taken is sufficient. But if one of you entrusts another, then let the one who is entrusted fulfill his trust (debt) and fear Allah, his Lord. And do not conceal testimony, for whoever conceals it, his heart is indeed sinful. And Allah is Knowing of what you do."

QS. An-Nisa [4]: 58:

إِنَّ اللَّهَ يَأْمُرُكُمْ أَنْ تُؤَدُّوا الْأَمَانَاتِ إِلَىٰ أَهْلِهَا ۚ وَإِذَا حَكَمْتُمْ بَيْنَ النَّاسِ أَنْ تَحْكُمُوا بِالْعَدْلِ ۚ إِنَّ اللَّهَ نِعِمَّا يَعِظُكُمْ بِهِ ۗ إِنَّ اللَّهَ كَانَ سَمِيعًا
بَصِيرًا

Meaning: "Indeed, Allah commands you to render trusts to whom they are due and when you judge between people to judge with justice. Indeed, Allah presents an excellent instruction to you. Indeed, Allah is ever Hearing and Seeing."

Anything done according to Islamic law must satisfy its pillars (*rukun*) and conditions (*syarat*), because these determine the contract's validity. The first pillar concerns the contracting parties (*mumaddi'* and *wadi'*) and their capacity: both must be of sound mind (*berakal*), since an insane person cannot be entrusted with safeguarding another's property; they must have reached puberty (*baligh*), as held by the majority of scholars because legal capacity is tied to puberty; and according to the Malikiyah school, the depositary must be capable of properly safeguarding the entrusted item, a requirement that underscores the fiduciary nature of *wadiah* (Jayarusadi, 2021). These conditions together ensure that the parties who enter a *wadiah* arrangement are legally and practically fit to assume the obligations the contract creates.

The second set of conditions concerns the deposited item (*al-'ain al-muda'ah*) and the expression of agreement (*sighat*). The deposited item must belong to the depositor personally and be capable of being stored, objects that cannot be kept, such as a bird in flight or things still immersed in water,

cannot serve as *wadiah* objects; furthermore, the Shafi'i and Hanbali schools require that the deposited thing possess value and be legally classed as *mal* (property), which preserves the meaningfulness of the deposit (Nanda Putri Caesar, 2022). Finally, the *sighat* (offer and acceptance) must be conveyed clearly, either by explicit speech (though *kinayah* or indirect hints may be permissible) or by action, for example, placing the item before the recipient, whose subsequent nod or other understood response constitutes valid acceptance.

Wadiah is divided into two types: *Wadiah Yad Amanah* and *Wadiah Yad Dhamanah*. *Wadiah Yad Amanah* is a pure safekeeping arrangement in which the entrusted party is responsible only for safeguarding the deposited funds and is not permitted to use or benefit from them; liability for loss or damage rests with the owner, not the bank or trustee (Deri, R, S, 2022). Its characteristics are that entrusted assets cannot be used by the recipient, the recipient acts solely as a trustee whose duty is safekeeping, the recipient may charge a fee as compensation, and typical banking applications include safekeeping services or safe-deposit boxes. *Wadiah Yad Dhamanah*, by contrast, is a deposit contract in which the recipient may utilize the entrusted funds but is obligated to return them and may, at the bank's discretion and without prior agreement, provide a bonus to the depositor (Ghozali, M, 2020).

In practice this form is applied to third-party fund collection products such as current accounts (*giro*) and savings accounts (*tabungan*); because the recipient may use the assets they can generate benefits, and while conventional banks may pay a predetermined percentage as *giro* compensation, Islamic banks must treat any bonus as a unilateral, discretionary gift (not contractually promised), with the amount determined by bank management, and savings products can also adopt this contract since they similarly allow withdrawals at any time.

2.4 Definition of Management

According to Soewarno Handyaningrat, management can also be defined as the implementation of an activity. Management can be understood as a process that starts from planning, organizing, directing, and controlling the efforts of organizational members and the utilization of other organizational resources to achieve predetermined organizational goals (Sigit, Y. A., 2018).

Meanwhile, according to Budio, S. B. S, management is a process that helps formulate organizational policies and objectives, or a process that provides supervision to those involved in the implementation and achievement of objectives (Budio, 2019). Management is an activity carried out by an organization to order, maintain, and systematically regulate the resources within the organization. Management is an act of endeavoring to organize the existing resources within an organization with the aim that these resources can be beneficial for the organization's interests. Thus, management is always related to all elements within an organization, such as management related to personnel, administration, clerical work, equipment, or infrastructure present in the organization. This includes management of financial fields, human resources, marketing, and others.

The objective of management is to mobilize all available resources, human resources, equipment, and facilities, so as to prevent waste of time, effort, and materials and thereby achieve desired goals; management is essential in every organization because without it efforts may be in vain and goal attainment becomes far more difficult (Syaban, M., 2019). Key management objectives include achieving organizational goals that align with the institution's vision and mission, maintaining balance among conflicting objectives, targets, and stakeholder activities, and securing efficiency and effectiveness in organizational work, measurable standards that indicate how well resources are converted into intended outcomes.

The functions of Management, according to G.R. Terry as quoted by Fathoni, consist of Planning, Organizing, Actuating, and Controlling. Meanwhile, the functions of Management according to Luther Gulick are: Planning, Organizing, Staffing, Directing, Controlling, Reporting, and Budgeting. According to Koontz, O'Donnell, and Weihrich, the functions of management include: Planning, Organizing, Staffing, Directing, and Controlling (Fathoni, 2006).

2.5 Definition of *Haji* Saving

Savings are deposits that may be withdrawn only under certain agreed-upon conditions and cannot be withdrawn by check, *giro* transfer, or equivalent instruments (Rambe, L.A., 2024). The legal basis includes Law No. 21 of 2008 concerning Islamic Banking, Law No. 10 of 1998 amending Law No.

7 of 1992 concerning Banking, and the Fatwa of the National Sharia Board No. 02/DSN-MUI/IV/2000 concerning savings. *Hajj* savings are savings in Rupiah or USD intended for planning the Hajj and Umrah pilgrimage and are not substantially different from other planned savings (Hasriani, H., 2024), they help prospective pilgrims accumulate the significant costs of pilgrimage (ONH) by setting aside funds, and their advantages include being safe and guaranteed, facilitating planning to reach *Hajj* fund targets, enabling easier online *Hajj* registration via the Ministry of Religious Affairs' SISKOHAT system, providing SMS/e-mail notifications when balances reach the minimum threshold of Rp. 25,100,000 (or as required by the Ministry for SISKOHAT registration), and offering free account opening and free monthly administration fees.

2.6 Definition of Islamic Economic Law

The word “*hukum*” comes from Arabic, meaning judgment or provision. In the encyclopedia of Islamic law, “*hukumi*” means the establishment or negation of something over another (Hanafi, 2024). Meanwhile, according to Muhammad Anwar, economics is "the science which studies human behavior as a relationship between ends and scarce means which have alternative uses (Adriyansyah, 2024)." Economics is the science that studies human behavior related to needs and limited resources.

In another definition, Islamic Economics is a social science that studies the economic problems of society from the perspective of Islamic values (Segati, 2021). From these definitions, it can be concluded that Islamic Economic Law is a discipline that studies actual and empirical human activities or behavior, whether in production, distribution, or consumption, based on Islamic Sharia derived from the Qur'an and Sunnah, as well as the consensus of scholars, with the aim of achieving happiness in this world and the hereafter.

The legal basis of Islamic economic law is the principle that wealth belongs to Allah and humans are entrusted with managing it (QS. An-Najm [53]:31):

وَلِلَّهِ مَا فِي السَّمَاوَاتِ وَمَا فِي الْأَرْضِ لِيَجْزِيَ الَّذِينَ أَسَاءُوا بِمَا عَمِلُوا وَيَجْزِيَ الَّذِينَ أَحْسَنُوا بِالْحُسْنَىٰ

Meaning: “*And to Allah belongs whatever is in the heavens and whatever is in the earth. He is the One who created all creatures and manages them according to His will. He could have made all mankind believe, but He did not wish that because He has endowed them with intellect, guidance, and freedom of choice.*”

The principle that economic development is comprehensive. (QS. Al-Jumu'ah [62]: 10):

فَإِذَا قُضِيَتِ الصَّلَاةُ فَانْتَشِرُوا فِي الْأَرْضِ وَابْتَغُوا مِنْ فَضْلِ اللَّهِ وَاذْكُرُوا اللَّهَ كَثِيرًا لَّعَلَّكُمْ تُفْلِحُونَ

Meaning: “*And when the prayer (Jumu'ah) has been concluded, disperse through the land and seek from the bounty of Allah, and remember Allah often that you may succeed.*”

The principle that social justice and the maintenance of economic balance are realized for all individuals and the Muslim community. (QS. Al-Hashr [59]: 7):

مَا آفَاءَ اللَّهُ عَلَىٰ رَسُولِهِ مِنْ أَهْلِ الْقُرَىٰ فَلِلَّهِ وَلِلرَّسُولِ وَلِذِي الْقُرْبَىٰ وَالْيَتَامَىٰ وَالْمَسْكِينِ وَابْنِ السَّبِيلِ كَيْ لَا يَكُونَ دُولَةً بَيْنَ الْأَغْنِيَاءِ مِنْكُمْ وَمَا آتَاكُمُ الرَّسُولُ فَخُذُوهُ وَمَا نَهَاكُمْ عَنْهُ فَانْتَهُوا وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

Meaning: “*What Allah has bestowed upon His Messenger from the people of the towns -it is for Allah and for the Messenger and for [his] near relatives and the orphans and the needy and the traveler -so that it will not be a distribution only among the rich among you. And whatever the Messenger has given you – take it; and what he has forbidden you – refrain from. And fear Allah; indeed, Allah is severe in penalty.*”

The principle that the guarantee for every individual in society is provided within the limits of sufficiency, as stated in (QS. Al-Ma'arij [70]: 24-25):

لِلسَّائِلِ وَالْمَحْرُومِ ﴿٢٥﴾ وَالَّذِينَ فِي أَمْوَالِهِمْ حَقٌّ مَعْلُومٌ ﴿٢٤﴾

Meaning: “*And those within whose wealth is a known right (24) for the petitioner and the deprived (25).*”

Yusuf Al-Qaradhawi outlines four central values in Islamic economics: *Iqtishad Rabbani* (Divine Economy), which sees economic activity as originating from Allah and, if conducted according to Sharia with sincere intention, as a form of worship aimed at attaining Allah's pleasure; *Iqtishad Akhlaqi* (Moral Economy), which requires that Muslims be bound by faith and moral constraints rather than pursue profit arbitrarily; *Iqtishad Insani* (Humanitarian Economy), which seeks to realize a good life by balancing

material and spiritual needs; and *Iqtishad Wasithabi* (Middle-Ground or Balanced Economy), which emphasizes equilibrium between capital and labor, production and consumption, the roles of producers, intermediaries and consumers, and individual and social interests (Gunawan, 2023).

In general, the application of Islamic economics aims to comprehensively implement Sharia within a country's economic system, since the Islamic economic system is the lifeblood of development that integrates spiritual and material aspects; to liberate Muslim societies from the constraints of Western capitalism and Eastern communism and to end their economic backwardness; to revive Islamic values across all economic activities and safeguard the ummah's moral fabric from materialism and hedonism; to establish an economic structure that fosters unity and solidarity within the framework of the Islamic message; and to realize *fallah* (well-being) for society at large (Abdul Ghofur, 2017).

3. Results and Discussion

3.1. Implementation of Wadiah Contract in Hajj Savings Management System at Bank Syariah Indonesia

Hajj savings are a type of deposit intended for individuals preparing funds to cover their pilgrimage expenses to the holy land. The management of *Hajj* savings funds at Bank Syariah Indonesia depends on the customer's choice of contract, as Bank Syariah Indonesia uses two contracts for managing *Hajj* funds: *Wadiah Yad Dhamanah* and *Mudharabah Mutlaqah* (Hadi, 2019).

The mechanism for the *Wadiah Yad Dhamanah* contract is that the customer entrusts and authorizes the bank to manage the *Hajj* funds until the target amount of Rp. 25,100,000 (twenty-five million one hundred thousand rupiah) is reached. Conversely, the *Mudharabah Mutlaqah* contract mechanism allows the customer to authorize the bank to manage the funds, with the customer then receiving a share of the profits.

Opening a *Hajj* savings account in Indonesia is done online through the BSI Mobile application, with assistance from Customer Service. Therefore, before opening a *Hajj* savings account, customers must already have a regular bank account. The required documents for customers are their ID card (KTP) and NPWP (Taxpayer Identification Number, if applicable). After opening the account, customers must make an initial deposit of at least Rp. 100,000 (one hundred thousand rupiah), and subsequent deposits can be a minimum of Rp. 10,000 (ten thousand rupiah) or according to the customer's ability.

3.2. Hajj Savings Management System from an Islamic Economic Law Perspective

The fundamental principle of Islamic economics is the development of basic tauhid values contained in the Qur'an and Hadith. As previously explained, *Hajj* savings products and their fund management typically use the *Wadiah Yad Dhamanah* contract. From the perspective of Islamic Economic Law, and in accordance with the scope of Islamic economic law, the *Wadiah* contract is recommended for use in Indonesian *Hajj* savings products, in line with Fatwa of the National Sharia Board (DSN-MUI) Number 02/DSN-MUI/IV/2000 concerning savings using the *wadiah* contract (Nur Asmi Kasman, 2021).

All madhhab scholars agree that it is a *sunnah* (recommended practice) for the entrusted party to keep the deposit, and they receive reward for it. Indeed, a deposit is a trust (*amanah*), not a liability or guarantee. A guarantee is not obligatory for the entrusted person unless there is an element of intentionality or negligence. This is based on the Prophet's hadith: "The entrusted person who does not exceed the limits has no guarantee." Another hadith states, "There is no guarantee for the one entrusted with an *amanah*." In the Hanafi view, including a guarantee in an *amanah* (trust) contract is invalid. If the owner requests their deposited item and it is lost, it becomes the obligation of the entrusted party to guarantee it if there was negligence or intentional misuse.

4. Conclusion

The implementation of the wadiah contract in the management of *Haji* savings at Bank Syariah Indonesia Belitang Sudirman Branch requires prospective customers to meet several bank-determined requirements: they must prepare supporting documents such as their ID card (KTP) and NPWP (if applicable), complete the account opening form via the BSI Mobile application with assistance from bank staff, and once all information is provided and the chosen contract is confirmed an offer and acceptance (*ijab* and *qabul*) takes place between the bank and the customer. In managing *Haji* savings under the *Wadiah Yad Dhamanah* contract there is no profit-sharing, as *wadiah* is purely a deposit/guardianship.

The management of *Haji* savings at Bank Syariah Indonesia Belitang Sudirman Branch has been implemented comprehensively and in accordance with Sharia provisions guided by the Qur'an and Hadith, and it complies with DSN Fatwa No. 02/DSN-MUI/IV/2000 concerning savings based on the *wadiah yad dhamanah* contract. Therefore, the management of *Haji* funds by Bank Syariah Indonesia Belitang Sudirman Branch is consistent with the principles of Islamic economic law.

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