

# ***XForce Driver Training Pty Ltd***

## **Policies and Procedures**

Version 2, January 2025.

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## **1. Services offered by XForce Driver Training Pty Ltd**

XForce Driver Training Pty Ltd as trustee for Xforce Solutions ("XForce DT", "XFDT") provides qualified instruction to any driver who seeks further training and support. Predominantly, we support those who are embarking on the journey of obtaining their driver's Licence. The minimum requirement for engaging with XForce DT is a valid Australian Learner Licence, or valid international licence in the case of a transition to Australian licensing.

XForce DT instructors are fully qualified and certified to operate as instructors, and all are current or former first responders with training backgrounds within their fields and years of experience dealing with the effects of road trauma. All instructors participate in ongoing professional development and maintain the highest level of knowledge and accreditation.

We provide training using the learners registered and roadworthy vehicle, or using our 2019 Hyundai i30 hatch with dual controls fitted.

### **1A. Vehicle Requirements:**

Any learner supplied vehicle used for training with XForce DT MUST be:

1. Roadworthy
2. Registered in the relevant state or territory
3. Fully insured
4. If not the customers vehicle, have written consent for the user and XForce DT to use the vehicle for driver training.

## **2. Contact and Booking Procedures:**

Contact for enquiries, bookings, cancellations, and updates can be made through the following platforms:-

- **Website:** <https://xforcedrivertraining.com.au>
- **YLOO Drive Booking Platform:** *(Profile and log in required, once set up, you receive lesson feedback and easy booking management).*  
<https://app.yloodrive.com/#/instructor-profile/6694c44919257614e40acf5e>
- **By phone to Brad** - Ph: 0418 563 023;
- **By phone to Ally** – Ph: 0412 668 039
- **By Email to:** [xforcedrivertraining@gmail.com](mailto:xforcedrivertraining@gmail.com)

### 3. Pricing:

*Payments via online booking or eftpos may incur additional fees*

#### **Single Lesson Our Vehicle – 90 minutes      \$149 (incl gst)**

Consists of pre and post drive briefing to identify learner goals and abilities, personalised driving lesson program with emailed feedback on the learning goal areas. All conducted in our 2019 Hyundai i30 Hatch with dual controls (brake and accelerator).

#### **Single Lesson Your Vehicle – 90 minutes      \$115 (incl gst - Auto or Manual)**

Consists of pre and post drive briefing to identify learner goals and abilities, personalised driving lesson program with emailed feedback on the learning goal areas. All conducted in your vehicle.

#### **Driving Test Day Package – Our Vehicle      \$250 (incl gst)**

- 2.5 hours total package! Use of our 2019 Hyundai i30 for your driving test;
- Collection from home (where suitable) and at least 1 hour test preparation driving prior;
- Check in assistance at Service NSW or TMR QLD prior to the test;
- Mindstate preparedness – Help to settle any nerves and mentally prepare for the driving test;
- You can drive our car back home with your new P plates on, or we can take you home if things don't go to plan.
- Tailored to YOUR needs.
- **Note – When booking, ensure the booking commences at least 1.5 hours PRIOR to your test booking time.**

#### **Driving Test Day Package – Your Vehicle      \$200 (incl gst)**

- 2.5 hours total package! You will be driving YOUR vehicle;
- Collection from home (where suitable) and at least 1 hour test preparation driving prior;
- Check in assistance at Service NSW or TMR QLD prior to the test;
- Mindstate preparedness – Help to settle any nerves and mentally prepare for the driving test;
- Tailored to YOUR needs, we will discuss travel requirements for the post-test time.
- **Note – When booking, ensure the booking commences at least 1.5 hours PRIOR to your test booking time.**

#### **Special Considerations in pricing:**

XForce DT may consider applications for hardship on a case-by-case basis. Requests for consideration can be made by calling or emailing XForce DT with details.

#### **4. Cancellations:**

- a. **Minimum 24 hours' notice** to cancel or move your lesson without incurring a fee.
- b. Cancellations or rescheduling **within** the 24-hour period prior to the lesson booking, XForce Driver Training Pty Ltd reserves the right to charge a **50%** cancellation fee.
- c. Cancellations on the same day as the lesson will forfeit 100% of the lesson fee.
- d. If you fail to arrive for your lesson, you will forfeit 100% of the lesson fee (The instructor will wait 15 minutes without any notification prior to deeming failure to attend).
- e. If you present to the Driving Lesson unfit to drive eg. Under the influence of mind-altering substances such as alcohol or drugs or fatigued and too tired to drive safely, you will forfeit 100% of the lesson fee.
- f. Cancellations with contact will see the remaining funds credited towards future driving bookings.
- g. Cancellations without contact will see the remaining funds forfeited.

#### **5. Privacy Collection Statement:**

Your information is being collected by XForce Driver Training Pty Ltd, ABN 86 535 377 665. You can contact us by telephone on 0418 563 023, 0412 668 039, or by email at [xforcedrivertraining@gmail.com](mailto:xforcedrivertraining@gmail.com)

We collect, use, hold and disclose your personal information (which includes your name, address, telephone number, postal address, and other contact details) for us to answer your enquiry, book a service with us, to provide our products and services to you and obtain payment for them and to otherwise do business with you.

We will collect your personal information from you where possible (including when you deal with us via our website, contact us by telephone or email or speak with one of our representatives). If you provide us with the personal information of another person (such as a family member or business partner), you must make them aware of the matters contained in this privacy collection statement. If you choose not to provide your personal information to us, we may not be able to answer your enquiry or provide our products and services to you.

We may use your personal information for marketing purposes, which may include presenting you with offers relating to our products and services in the future. You may opt out of receiving marketing information at any time by advising us in person or by electronic communication. We may continue to send marketing material to you until such time as you opt out.

We will otherwise collect, hold, use, and disclose your personal information in accordance with our Privacy Policy, which sets out how you may access and correct the personal information that we hold about you and how to lodge a complaint relating to our treatment of your personal information.

## **6. Privacy Policy:**

### **1. Introduction**

Welcome to XForce Driver Training Pty Ltd (“XFDT”, “we,” “our,” or “us”). We value your privacy and are committed to protecting your personal information. This Privacy Policy explains how we collect, use, disclose, and protect your personal information when you visit our webpage <https://www.xforcedrivertraining.com.au>, social media channels, or by engaging with us as a customer through direct contact or YLOO Drive booking services (“services”). By using our services, you consent to the practices described in this Privacy Policy. Please read this document carefully and feel free to contact us with any questions or concerns.

### **2. Information We Collect**

2.1. Personal Information: We may collect personal information that you voluntarily provide when using our services, such as your name, email address, postal address, phone number, and other data. This includes information provided during account registration, subscription to newsletters, or contact inquiries.

2.2. We are required to collect, record, and maintain information in accordance with the [Driving Instructor Regulation \(2016\)](#) for 5 years, including your name, address, telephone number, licence number, vehicle registration used for training, and lesson progress records.

2.3. Automatically Collected Information: We automatically collect certain information when you visit our website, such as your IP address, browser type, operating system, referring URLs, and pages visited. This data is used to improve our website and enhance your user experience.

### **3. How We Use Your Information**

We may use your information for the following purposes:

3.1. To provide and improve our services.

3.2. To personalise your experience on our website.

3.3. To comply with legal requirements in Australian States and Territories while providing driver training and education.

3.4. To communicate with you, respond to your inquiries, and send you updates.

3.5. To monitor and analyse usage patterns to enhance our website’s functionality and security.

3.6. We will not disseminate your information to any external or third-party entity, without first advising you of the requirement or request to do so, and obtaining your express informed consent.

#### 4. Data Security Measures

We take data security seriously. We implement reasonable and appropriate security measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. These measures include encryption, access controls, and regular security assessments. The online portals we engage with for the purpose of social engagement and bookings also have their own data security measures that align with our values.

#### 5. Sharing of Information

We do not sell, trade, or otherwise transfer your personal information to third parties without your consent. However, we may share your information with trusted service providers who assist us in operating our website, subject to strict confidentiality agreements (Payment platforms, booking platforms, email platforms operated by us, etc).

#### 6. Cookies and Tracking Technologies

Our website may use cookies and similar tracking technologies to collect information about your browsing behavior. You can manage your cookie preferences through your browser settings. These cookies are managed via the online portals we currently engage with.

#### 7. Your Rights

7.1. **Access:** You have the right to access the personal information we hold about you. You can request a copy of your information by contacting us.

7.2. **Correction:** If you believe the personal information we hold about you is inaccurate or incomplete, you can request corrections.

7.3. **Deletion:** You have the right to request the deletion of your personal information, subject to legal requirements for driving instructors record keeping.

7.4. **Objection:** You can object to the processing of your personal information for certain purposes, such as direct marketing.

7.5. **Data Portability:** You have the right to receive your personal information in a structured, commonly used, and machine-readable format.

#### Changes to this Privacy Policy, or Concerns

We may update this Privacy Policy periodically to reflect changes in our practices or for legal reasons. We will notify you of any significant changes by posting the revised Privacy Policy on our website. If you have any questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact us at [xforcedrivertraining@gmail.com](mailto:xforcedrivertraining@gmail.com), 0418 563 023, or 0412 668 039.

## **7. CODE OF CONDUCT:**

Instructors will, at all times, be professional, comply with the law, keep clients safe, and treat them and other road users with respect.

### **The Instructor agrees to:**

- At all times behave in a professional manner towards clients and other road users.
- At all times comply with legislative requirements including:
  - The protection of personal freedoms.
  - The prevention of discrimination based on age, disability, gender, race, religion or sexual orientation.
  - Documentation and record keeping legal requirements.
- Not use any mobile devices, tablets, or phones when driving or supervising client's driving unless when parked in a safe and legal place.
- Demonstrate a high standard of driving and instructional ability upholding safety standards, including showing consideration for all other road users, including but not limited to pedestrians, cyclists, motorcyclists and horse riders.
- Avoid inappropriate physical contact with clients.
- Avoid the use of inappropriate language to and around clients.
- Not initiate inappropriate discussions about their own personal relationships and take care to avoid becoming involved in a client's personal affairs or discussions about a client's personal relationships, unless safeguarding concerns are raised.
- Instructors shall not smoke or partake of intoxicating liquor or drugs, even if invited by the student to do so. Nor shall any instructor be under the influence of intoxicating liquor or drugs when instructing.
- Avoid circumstances and situations which are or could be perceived to be of an inappropriate nature.
- Respect client confidentiality whilst understanding the actions to take if a client reveals concerns about their private lives.
- Treat clients with respect and consideration and support them to achieve the learning outcomes as efficiently and effectively as possible.
- Ensure that their knowledge and skills on all matters relating to the provision of driver training comply with current practice and legislative requirements.
- Use social network and social media sites responsibly and professionally:
  - Not publish any content to a personal or other social media account, without first obtaining written permission from XForce Driver Training AND the client/student.
    - An exception is if the instructor or others 'share' content from official XForce Driver Training social profiles to their personal profile un-edited.
  - Ensuring the client has provided their consent to be included in any publicity that may use their image, information, or identify them in any way PRIOR to publishing any information regarding the client.
  - Ensuring that client's personal information is not compromised.
  - Ensuring when using social media for marketing purposes that what is written is compliant with privacy and data protection legislation pertaining to digital communications, the laws regarding spam, copyright, and other online issues.



- Treating other users of social media including clients, colleagues, and their views with respect.
  - Ensure they do not to defame the reputation of colleagues, brand or business.
  - Not distribute, circulate, or publish footage taken of driving lessons or tests (in some jurisdictions) from in-car cameras, without permission from XForce Driver Training **and** the client.
- On or before the first lesson check a client's entitlement to drive the vehicle and current conditions on that licence/permit.
- Make a record of a client's progress, which will include the number of lessons provided, and ensure that the client is aware of their progress and future training requirement to achieve their driving goals.
- Not cancel or rearrange a Lesson or Assessment without the client's knowledge and agreement.
- Ensure that when presenting a client for the practical driving test:
  - The client has all the necessary documentation and has met the requirements to enable the client to take the test.
  - The vehicle complies with all aspects of motoring law, is roadworthy and if supplied by the instructor – displays the instructor licence and organisation details on the vehicle.
- Instructors shall ensure any vehicle driven or used for driver training is maintained in good mechanical order and condition. Is properly insured and certified as roadworthy and all reasonable care is taken to keep it clean and tidy.
- Instructors shall always keep a professional standard of dress and maintain proper standards of personal hygiene.

### **The Client (Student) agrees to:**

- At all times behave in a professional manner towards Instructors/Assessors.
- At all times comply with legislative requirements including:
  - Relevant traffic legislation.
  - The protection of personal freedoms.
  - The prevention of discrimination based on age, disability, gender, race, religion or sexual orientation.
- Not use any mobile devices, tablets, or phones when driving, only when safely parked if required.
- Avoid inappropriate physical contact with Instructors/Assessors.
- Avoid the use of inappropriate language to Instructors/Assessors.
- Not initiate inappropriate discussions about their own personal relationships and take care to avoid becoming involved in an Instructors/Assessor's personal affairs or discussions about a Instructors/Assessor's personal relationships, unless safeguarding concerns are raised.
- Students must disclose if there they are impaired by any physical or medical condition that may affect the driving of the vehicle.
- Students shall not smoke or partake of intoxicating liquor or drugs, even if invited by the Instructor/Assessor to do so. Nor shall any student be under the influence of intoxicating liquor or drugs when under tuition.



- Avoid circumstances and situations which are or could be perceived to be of an inappropriate nature.
- Respect Instructor/Assessor confidentiality whilst understanding the actions to take if an Instructor/Assessor reveals concerns about their private lives.
  - Grievances will be managed in accordance with XForce Driver Training Grievance Procedure.

## 8. Grievance Procedure

We understand that at times, communication difficulties may arise and that may lead to conflict or issues of un-met expectations. We strive to ensure that we understand the needs of any clients/students from the outset, to avoid any expectations that are not achievable.

Any issues should be first raised with the Owner and Senior Instructor Brad Cooper via email [xforcedrivertraining@gmail.com](mailto:xforcedrivertraining@gmail.com) or by phoning 0418 563 023 (Please leave a message as Brad may be instructing and unable to take the call at the time).

If this is not suitable at the time, you may contact Director and Business Manager Alison Cooper on 0412 668 039.

All efforts will be made to arrange a resolution once a grievance is lodged. If the issue is unable to be resolved or if the client is not satisfied with the resolution, further communication can be made to the Office of Fair Trading or through the [Australia Driver Trainers Association](#) for support, phone 1300 692 382 or email [office@adta.com.au](mailto:office@adta.com.au)