



ASI Member Library Loan Terms and Conditions

Access to the Member Library of the Australian Steel Institute (**ASI**) is available to all financial Members of ASI.

1 Requesting library loans

Library loans can be requested via the online library request form, by contacting the Librarian directly by phone or email or by visiting the Head Office library directly. Library loans may not be obtained on behalf of any other person unless this person is also a Member of the ASI. The Member under whose name the library item is obtained is the person responsible for observing Library Loan conditions below.

2 Copyright

The Member must observe copyright regulations in respect of library items provided by the ASI Member Library.

3 Hard-copy loans

Hard-copy loans are available to all financial ASI Members except for students on the free Student membership. Certain types of hard-copies contained in the library are not available for loan – these include among others, Australian Standards, books from the Reference Collection and full conference proceedings.

Hard-copy loans are subject to the following conditions:

- Loan duration: The normal library loan duration is two weeks, but at the discretion of the Librarian, certain library items may only be borrowed for a one-week period without renewal.
- Confirmation of postal address: The borrower will be asked to confirm their postal address before the library item can be despatched.
- Renewals: The Librarian can extend the loan duration of a library item for a further two weeks when requested, if the item has not been reserved by another Member.
- Method of return: The library item must be returned promptly at the end of the loan period by tracked express mail to the ASI PO Box address provided, or personally delivered to the ASI Head Office, NSW.
- Lost or damaged library items: The Member is responsible for the safe return of the library item in the condition in which it was sent. If the borrowed library item is not safely returned to the ASI Library, or has been damaged, then the Member undertakes to reimburse the ASI for the value of the library item.

4 Digital loans

Journal articles and conference papers that can be scanned to PDF under the Fair Dealing provision of the Copyright Act, can be emailed to Members. A Copyright declaration is sent to the Member at the same time.

5 ASI eBook loans

A selection of ASI publications is available for loan in eBook format. These eBooks can be read via tekReader in any browser. They cannot be downloaded or printed.

There are a set number of eBook licences available for loan per eBook title. When the Member clicks the 'Loan as eBook' link in the library record, the eBook becomes available via a link on the borrower's Dashboard. The eBook can be read in tekReader.

If all licences for the eBook are in use, then the date of the next available licence will display.

In order to ensure fair distribution of the eBook licences among Members, no renewals are possible. The Member may return after a period of four weeks to borrow the eBook again if desired.

6 Contact

Any queries should be raised with the Australian Steel Institute Librarian on +61 2 8748 0190 or email library@steel.org.au.

Australian Steel Institute
Suite 5, Level 3, Building 3, Pymble Corporate Centre
20 Bridge Street
Pymble, NSW 2073, Australia

Date of publication: 28 July 2020

APPENDIX 1: Digital Licence Agreement

This is an agreement between the end user of the product ('Licensee') and Australian Steel Institute Limited, Level 3, Building 3, Pymble Corporate Centre, 20 Bridge Street, Pymble NSW 2073 Australia, ABN 94 000 973 839.

1 Definitions

ASI means Australian Steel Institute.

Concurrent User Licence means the right of any one person within a Licensee organisation and who is registered on the ASI website to access and use the Product at any one time. More than one licence may be purchased by that organisation and concurrent access is limited to the number of Licences purchased.

Dashboard means the web-page on the ASI website where a Licensee may access his/her eBooks.

eBook means a digital publication accessible via a specific type of reader other than a PDF reader.

Internal Use means use of the Product within the Licensee's organisation.

Licence means the right to access and use the Product.

Licensee means the purchaser and/or user/s of the Product.

Product means digital licensed copies ordered and purchased through ASI or approved resellers.

Single User means one designated person only, entitled to access the Product via his/her personal login on the ASI website.

Subscription means a set number of Concurrent User Licences purchased for an eBook or collection of eBooks for a set period of time.

2 Product availability

The Product is ordered via the Internet through the use of a web browser.

2.1 PDF Products are delivered by email.

2.2 eBook Products are delivered to the Dashboard of the purchaser on the ASI website.

2.2.1 Where a Single User Licensed eBook has been purchased, it may only be accessed by the purchaser on his/her Dashboard.

2.2.2 When an eBook Subscription is purchased, the eBook or set of eBooks covered by the Subscription are delivered to the Dashboard of the person who purchased it. This person is deemed the organisation's contact for the Subscription. This organisation contact may, via his/her Dashboard, add any number of members of his/her organisation to gain access to the Subscription. The eBook/s are then accessible to each organisation member via his/her own personal Dashboard. The number of people within the organisation who may access the Product at any one time depends on the number of Concurrent User Licences purchased.

3 Licence Agreement

3.1. By using the Product, the Licensee agrees to be bound by the Licence Agreement for the Product.

- 3.2. The Licensee is granted a non-exclusive and non-assignable Licence to use the Product.
- 3.3. Licensees are permitted to use the Product to the following extent:
- 3.3.1 PDF (Single User) format: Purchasers of Single User Licences for the PDF format of the publication may locally install and use the publication on the number of individual computers corresponding to the quantity specified in the ASI publication order. These Licensees are permitted to print once for personal use limited to the quantity specified in the ASI publication order only and to store one electronic version of the publication for backup purposes only. Licensees are not permitted to store, distribute or use the publication on a network.
- For reproduction of the PDF (Single User) publication or portions thereof, and for which are outside the circumstances included in this agreement, permission must be sought in writing from the Library and Information Manager, ASI at bookshop@steel.org.au.
- 3.3.2 Single User eBooks: Purchasers of Single User licensed eBooks may access them via their personal login registered on the ASI website.
- The purchaser of a Single User licensed eBook undertakes to keep his/her login secret and not to share it with anyone else. Should it become evident that a person/s other than the Licensee is gaining access to the eBook, ASI reserves the right to cancel the Single User Licence.
- The Licensee is responsible for informing ASI of a change in email address.
- The Licensee may forfeit his/her Licence if there has been no activity on the Licence for two years. ASI undertakes to inform the Licensee via the contact email attached to the Licence at this time that the Licence will be suspended unless contact is made by the Licensee.
- 3.3.3 eBook Subscriptions: Organisation members who have access to the Subscription are deemed to be Licensees. Subscriptions are for Internal Use only. Purchasers of Subscriptions and members of their organisation may access their eBooks via their personal login registered on the ASI website.
- The Licensee is responsible for informing ASI of a change in email address.
- 3.4 The purchaser is responsible for familiarising themselves with the method of delivery and use of ASI eBooks. Refund for change of mind or unsuitability is only possible within 5 working days of purchase.
- 3.5 The Product does not include an updating service. ASI will endeavour to inform Licensees of updates via our usual awareness channels.
- 3.6 It is expressly agreed that ASI and its nominated authors retain all title to the intellectual property contained in their respective Product or that ASI is an authorised distributor of the intellectual property. Licensees shall not challenge or call into question ownership of intellectual property rights relating to the Product. ASI reserves the right to refuse an eBook sale or cancel an eBook Licence if there is reason to believe its intellectual property rights are being or will be abused.

- 3.7 The Product, and for PDF Licences, authorised paper copies of the Product, are subject to copyright. Copying and printing of eBooks is neither enabled nor permitted. Unauthorised copying of the PDF Product and any modification of or merger with other software or documents is forbidden. However, the Licensee may use the Product to obtain information contained therein for their own personal use only but shall not otherwise use, modify, copy, adapt, supply, transmit, send by e-mail, reproduce, or do any other thing in relation to, the product. The Product may not be copied or circulated electronically, including by electronic mail, even for personal use.
- 3.8 The Licensee shall not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the product.
- 3.9 For licensed PDFs and Single User eBooks, the Product is licensed only to the Licensee. Under no circumstances may the Product be transferred by the Licensee to any other party without the prior written consent of ASI. Under no circumstances is the Licensee permitted to reproduce material from the Product for external use or for use on any other site or group of sites.
- 3.10 This Licence will terminate automatically and without notice if the Licensee fails to comply with any provision of the Licence. On termination of an PDF Licence, the Licensee agrees to destroy all copies of the Product.
- 3.11 The Licensee acknowledges that no promise, representation, warranty or undertaking (other than any contained in this agreement) has been given by ASI or any person or company on its behalf in relation to the profitability of or any other consequences or benefits to be obtained from the use of the Product and the Licensee relies wholly upon his own skill and judgment in deciding to use the Product.
- 3.12 ASI shall not be liable to the Licensee or any other person in respect of any loss or damage, however caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the Product.
- 3.13 No warranty is made by any party connected with this Product, express or implied, with regard to the quality, utility or accuracy of the Product and no liability will be accepted for any damage, direct, indirect, special or consequential, arising in any way out of the use of the Product.

This agreement is governed by and must be construed in accordance with the laws of the State of New South Wales, Australia.

Date of publication: 15 April 2020

Australian Steel Institute
Suite 5, Level 3, Building 3, Pymble Corporate Centre
20 Bridge Street
Pymble, NSW 2073, Australia
enquiries@steel.org.au
+61 (0)2 8748 0180

