

Onsite client access

Libraries and archives do not have to consider copyright when lending physical objects or allowing physical access on site. Works acquired in electronic form may be viewed onsite through use of a dumb terminal, unless otherwise provided for under terms of the licence/purchase contract.

Steps should be taken to alert clients to their copyright responsibilities when using library and archive equipment. The following applies to all libraries and archives.

Borrowing and browsing

Lending physical items, such as books and DVDs, is not a copyright use. This is the case even if there is a statement inside a book or on the DVD materials claiming to prohibit such action - these statements by themselves do not bind libraries and archives to contractual terms. Non-copyright based payments, public and educational lending right (PLR/ELR) payments are paid to authors directly from the government when their books are in library collections. Libraries and archives cannot rent out sound recordings or computer programs, however this will not be an issue if the library or archive is not charging for the transaction (returnable security deposits or library membership fees would not be considered rent).

Copying an original work for study and research

A manuscript or original artistic work may be copied for a client's research when that research happens at the library/archive, or on the premises of another library/archive.



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Displays and exhibitions

Displaying physical objects on the premises of the library or archive will not raise copyright concerns, although it is best practice to include author acknowledgement. If you want to copy fragile objects to display facsimile copies you may be able to do so under the preservation copying exceptions. Copying material to put in advertisements or publications will need to be done with permission or a licence, unless it is a case that would fall under the flexible exception (s200AB).

If you want to play a film or music you will need permission or a licence. For music the licencing bodies ([APRA/AMCOS](#) and [PPCA](#)) can arrange licences. Before organizing a licence for a specific performance you should check whether your library or archive already has a licence in place. There are no licencing bodies for films, so permission or licence must be sought directly from the copyright holder. If however you are an educational institution and you have the film from a broadcast you should check whether the Part VA statutory licence will cover the use. Occasionally the use might be covered by the flexible dealing exception. This is more likely if the work is non-commercial, an orphan, or you aren't showing the whole work.

Reading a poem or excerpt from a book to an audience is also a performance, but there is an exception which [allows you to read](#) a 'reasonable portion' of a literary or dramatic work. The entirety of a literary, dramatic or musical work or film may also be [performed for non-profit educational instruction](#), providing that the audience is no bigger than the class taking part in the lesson.

Electronic materials

Published works or articles in periodicals obtained in electronic form may be [made available to clients on site on a 'dumb terminal'](#) (a device with which the user cannot use to make copies or further communicate the work). However, you cannot communicate the material, such as emailing it or posting it online, without permission. Permissions and restrictions on how you provide access to clients will often be set out in the licence or contract under which the materials were purchased/gifted.

Use of library or archive equipment by clients

A range of copyright exceptions may allow clients to make copies, email, publish or otherwise use parts of copyright works that have been accessed at or borrowed from a library or archive. The most important of these are the [fair dealing exceptions](#), including fair dealing for [study and research](#). Many clients may legitimately use library/archive equipment such as computers, scanners or photocopiers to make copies under fair dealing.

However if clients are using equipment in infringing ways, there is a possibility that libraries and archives may be held [responsible](#) for the infringement. To protect against this liability, libraries and archives should ensure they have [A4 sized signs](#) with the [prescribed warnings](#) to clients next to all equipment that can be used to make copies – such as photocopiers, scanners and computers.

Although there are also personal use fair dealing provisions for format shifting and backup, these apply to copyright materials that people own, not materials borrowed from a library. Therefore for example, clients could not borrow a CD from a library and burn it to their computer under the format shifting exceptions.

Use of library or archive premises by clients

Libraries and archives should also take steps to ensure people using their premises for performances (plays, conferences, concerts, movies) have the required permissions for any works performed, for example by making people warrant they have the correct permissions and indemnify the library or archive against any infringement damages.

FAQs

If the photocopiers are all in one room, do I have to put a sign next to each one?

Yes

We bought some DVDs recently and on the front cover it says that it is not to be resold or loaned. Is this enforceable?

For a contract to be enforceable the terms and conditions must be agreed to at the time of the contract by both parties making the contract. A statement

on the cover of a DVD or on the front page of a book by itself is not enough to make a binding contract. If however you agreed to the conditions at time of sale (they are for example in the purchase contract) then you will be bound by that agreement.

We currently have A3 warning signs next to the photocopiers - is this okay or do we need to make them A4 size?

They should be A4 size, because that's what's specified in the legislation. There's one available to print here ([link to ALCC hosted sign](#)).

We have a number of e-readers in the library. Can I pre-load those with books that we have purchased and lend them out?

Ebooks are generally licensed under a contract between the library and an aggregator/publisher. The terms of that contract will determine what you can do with the content, so if you want to load the ebooks onto e-reader and loan them out you will need to ensure the contract allows that (which would probably require specific negotiation to alter a standard contract). Often the contract will specify that the access to ebooks will end after a certain number of loans or period of time.

Further resources

[Key exceptions in the Copyright Act](#) National Library of Australia

[Exceptions to copyright](#) Australian Copyright Council

[Fair Dealing: what can I use without permission](#) Australian Copyright Council

[Study and Research](#) Australian Copyright Council

[Family histories and copyright](#) Australian Copyright Council

[Libraries: Declarations and Notices](#) Australian Copyright Council

[Notices on Photocopiers and Other Copying Equipment](#) Australian Copyright Council

[S39A Copyright Act 1968](#)

[Lending Copyright Materials](#) Australian Copyright Council

The [Australian Libraries Copyright Committee](#) is the primary policy body for the discussion of copyright issues affecting libraries and archives in Australia. For more information and resources on copyright for libraries, including regular training opportunities throughout Australia, see <http://libcopyright.org.au>.