

COPYRIGHT AND FEES

Copyright

Copyright exists in musical and dramatic works for the duration of the author's or composer's life and for seventy years after the end of the year in which they died. Thus works by a composer who died on 31 December 1939 came out of copyright on 1 January 2010.

Copyright exists separately in arrangements, so an arrangement of a piece of music by an arranger who died less than 70 years ago is still in copyright even though he or she arranged music by a composer long since dead.

If a wedding couple chooses to print words of hymns or poems on their order of service by an author who died less than 70 years ago, they will need permission to print the words.

Copyright fees can be payable for the reproduction of hymn and other texts in orders of service, as well as music notation. Many churches pay a blanket fee to Christian Copyright International Ltd (CCLI) www.ccllic.co.uk to cover reproduction of words in orders of service. Check whether the church has a CCLI licence. If it does, you will need to include the church's CCLI licence number on the rear page of your order of service. Some words ('Morning has broken' is an example) are not covered by this licence.

Performance Rights

Performers have rights in their performances, which may not be recorded without their consent.

Until a few years ago recordings could be made for 'private and domestic purposes only'. This was altered by law and there are no circumstances under which a performer may be recorded without their consent. It follows, therefore, that permission must be obtained from the organist before any video recording, however informal, is taken at a wedding. This is Section 182 of the Copyright, Designs and Patents Act 1988 and is not optional. It is the law.

The organist may refuse outright to allow his performance to be recorded, or choose to give permission on payment of a fee. Customarily, that fee is the same as the usual organist's fee, meaning that the organist is paid double.

Many weddings are recorded these days, even when the couple and the clergy request that video cameras are not used. Many modern mobile phones have a video recording facility, which means that private recording is now almost impossible to stop. For this reason, we recommend that a higher fee is agreed for the wedding without any further payment of performing rights fee. It should always be remembered that the person officiating at the wedding has the right to control the conduct of the wedding, such as in matters of flash lights and siting of cameras. Payment of a higher fee to the musician(s) should not therefore be seen as allowance to disregard these other issues.

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Visiting organists

From time to time couples request that a friend plays the organ for their wedding.

Most organists are appointed on an oral or written contract that includes the right to play at all weddings in that church. (Frequently, organists' posts are advertised with the phrase 'about twenty weddings a year'.) It must be emphasised that the couple have no right to demand that someone else plays the organ.

The wedding fees are part of the organist's remuneration, and as a matter of contract law the organist has the right to play the organ or to take the fee if he or she permits someone else to play instead. In our view, this also applies if some other form of music is used at the wedding, such as hiring a music group or using pre-recorded music. The organist is still entitled to his usual fee.