



Music: Concerts, Musicals & Plays

This information sheet is for individuals, theatre groups, orchestras and community arts organisations that need to know how copyright might impact on their event. The information will be helpful if you want to put on a play, concert or musical, or compete in an eisteddfod or other performance-related competition.

If you are in a school and want to arrange a performance by students, you may be able to rely on provisions in the Copyright Act and special licences that allow schools to perform some copyright material without getting specific permission from individual copyright owners. For further information, see our information sheet *Education: Concerts, Plays & Musicals*.

The purpose of this information sheet is to give general introductory information about copyright. If you need to know how the law applies in a particular situation, please get advice from a lawyer.

We update our information sheets from time to time. Check our website to make sure this is the most recent version.

Key points

- There are no general exceptions from copyright requirements for non-profit or amateur groups.
- Generally, you need the copyright owner's permission to perform copyright material.
- Generally, you will need permission to video or otherwise record performances.
- Generally, you may need permission to alter copyright material and to perform the altered version.
- If all relevant copyrights have expired, you do not need permission to reproduce, alter or perform the work.

Copyright considerations

Using copyright material

A large amount of material that is performed is protected by copyright, including:

- **dramatic works** (such as plays, ballets, choreography and mime);
- **literary works** (such as novels, poems and song lyrics);
- **musical works** (such as song melodies and instrumental pieces);
- **sound recordings** (protected separately from anything on the recording); and
- **cinematograph films** (the images and soundtrack comprising a film, TV program or video: protected separately from underlying works such as the screenplay and music).

Generally, you need the permission of the copyright owner if you want to use copyright material in any of the ways reserved to the copyright owner, these include:

- **reproducing** it (including by photocopying and making digital files, and by filming or audio recording performances);
- **performing** it “in public” (that is, outside a domestic setting of family and friends);
- **adapting** it (for example, by translating text into another language, making a dramatised version of a literary work, or arranging a piece of music); or
- **communicating** it “to the public” (electronically transmitting it, including by broadcasting or making it available online, outside a domestic setting).

How long does copyright last?

The general rule is that copyright lasts for the life of the creator plus 70 years. There are various exceptions to this rule, including:

- where a work was not published, performed or broadcast during a creator’s lifetime; and
- where something was published anonymously or under a pseudonym, and the identity of the creator couldn’t reasonably be ascertained.

Due to changes in copyright legislation, Copyright has expired in musical and literary works if the creator died before 1 January 1955 and the material was published in their lifetime. Copyright has expired in sound recordings made before 1955.

Be sure that all of the relevant copyrights have expired in a particular item before using it freely. To illustrate, a song on a CD will contain three separate types of copyright material: a musical work (the song), a literary work (the lyrics) and the recording of that song (separately protected as a sound recording). Each of these will have different expiry times depending on who created the material. You would only be able to use this without needing permission once all the relevant copyrights have expired.

For further information, see our information sheet *Duration of Copyright*.

Do you need permission?

For copyright purposes, performing a copyright work outside the home is generally regarded as “in public” and therefore requires permission. Note that “**performance**” also covers playing recorded music and screening films and DVDs and the like. In one case, a court held that screening a training video to 11 employees of a bank when the bank was not open to the general public was a “public performance” of the music on the video. Permission is likely to be needed even if the performance, screening or playing of the copyright work is organised by a non-profit organisation such as a church, social club, or sporting association, and even if no entry fee is charged.

In some situations, you may not need permission to perform copyright material. The most common of these is where all relevant copyrights have expired. For example, you do not generally need permission to perform one of Shakespeare’s plays, or one of Mozart’s symphonies, because copyright has expired. However, in some cases, there may be copyright issues even with old works. For example, a particular arrangement or editor’s version of a Mozart symphony may still be protected by copyright, even though copyright in the symphony itself has expired. In such cases, you would need permission from the owner of copyright in the arrangement or version to use it in any of the ways reserved to the copyright owner (including performance).

Getting permission

In some situations, you can get performance permission from a copyright collecting society. In others, you need to contact the copyright owner or their agent directly. The tables below set out how you can get permission to perform or make other uses of various kinds of material. Contact details for the organisations mentioned are provided at the end of this information sheet.

Other considerations

Contract

If you need permission to use copyright material, the arrangement will usually be governed by a contract between you and the copyright owner (or their agent). Contracts are legally binding agreements and whilst they do not always have to be in written form, it is a good idea to have any such agreements in writing.

When negotiating a contract, make sure you cover all the uses you wish to make of the material: for example, you may want permission to make changes to the material, or to reproduce scripts or sheet music or record rehearsals in order to help performers learn their parts.

Note that a contract will impose obligations on you as well as giving you the right to perform the work. For example, a contract granting rights to perform a play might stipulate that no music will be used in the staging of the play. If you agree to a contract containing such a term, you are legally bound to comply with it.

If you are concerned about the effect of a particular provision in the agreement, you should consider getting legal advice from a lawyer in private practice.

Moral Rights

Creators of copyright material have “moral rights” in relation to their works, which are separate from copyright. Moral rights impose certain obligations on people who use a copyright work. These are:

- to attribute the person who created the material;
- not to falsely attribute a work; and,
- not to distort or treat the work in a way that is prejudicial to the creator’s honour or reputation.

See our information sheet *Moral Rights* for more information.

Performers’ rights

There are a number of considerations to be kept in mind in relation to performers’ rights. These are:

- performers have limited rights to control the filming or recording of their performances and the use of unauthorised recordings;
- as of 1 January 2005 performers may share ownership of copyright in uncommissioned sound recordings of their performances with the person who owns the recording medium;
- performers have moral rights in live performances and in performances recorded on sound recordings.

In 2012, the World Intellectual Property Organization adopted the Beijing Treaty on Audio Visual Performances. However, it has yet to come into force.

For more information, see our information sheet *Performers’ Rights*.

Permission to perform

The table below shows you when you will need to get permission to perform works, whom to contact and other issues you may need to consider.

Material to be performed	Whom to contact for permission	Other considerations
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<i>Songs (music and lyrics), instrumental musical works (live performances)</i>	APRA can give permission for performance and communication of music and lyrics.	Moral rights of the songwriter(s).
<i>Recorded songs and instrumental musical works</i>	Licences are needed from APRA (covering the music and lyrics) and PPCA (covering the broadcast, communication or public playing of sound recordings, including recorded music and music videos.	Moral rights of the songwriter(s).
<i>Musicals, plays, ballet, choral, orchestral, opera and operettas</i>	Permission is needed from the copyright owner or their agent. Agents that may be able to give permission include Hal Leonard Australia Pty Ltd and Dominie Pty Ltd.	Moral rights of the composer and librettist (and translators or arrangers, if relevant). Check the contract for any additional requirements.
Additional (live) music in a musical or play	APRA may be able to grant permission, however, in some cases, it may need to refer you to the copyright owner. Note that there are some uses of music in a dramatic context that APRA is unable to licence and where direct permission from the relevant rights owner should be sought.	Moral rights of the creators of the musical and of the additional music. Check whether the agreement giving you permission to perform the musical or play prevents you from including extra music or songs.
<i>Plays</i>	The copyright owner or their agent can give permission. Hal Leonard Australia Pty Ltd and Dominie Pty Ltd are agents for many plays.	Moral rights of the playwright (and translator, if relevant). Check whether you are able to add music when performing the play.
<i>Poems, stories or novels (performed as readings or recitations, as part of a play, or as part of an eisteddfod or similar competition)</i>	Permission is not needed to read an extract of "reasonable length" from a literary or dramatic work, if sufficient acknowledgement of the work is given (e.g. the title and author's name is given). For passages extending beyond this amount, the	Moral rights of the creators: be sure to attribute the creator, as well as getting permission from the copyright owner.

	publisher can generally grant permission or refer you to the appropriate person.	
<i>Reproducing artworks (for example, on slides or as a backdrop) or screening film footage during a performance</i>	You will need permission from the copyright owners where the material is still protected by copyright. For films, contact the distributor or studio. For artworks, contact the publisher who has published the work.	Moral rights of the artists or filmmakers (director, producer, screenwriter).

Although in most circumstances it is technically the performer who should obtain permission, in practice it is the venue, event organiser or producer that generally does this.

Permission to reproduce material for rehearsals or performance

In the process of preparing a performance, you may want to reproduce material such as scripts, sheet music or recorded music. You may also want to film rehearsals. Generally, you need the copyright owner’s permission for this (and the performers’ permission for the filming), as well as getting permission to perform the work. The first contact would normally be the relevant publisher. For further information, see our information sheet *Permission: How To Get It*.

Material to be reproduced	Purpose	Who should get permission; who can grant it
<i>Recorded music</i>	To make backing tapes for rehearsals; or to help performers learn their parts	The performer(s) or producer needs to get permission both from the publisher (covering the music or script) and the record company (covering the sound recording). It may be easier simply to buy the required number of copies.

<i>Scores or sheet music; recordings of the cast performing the music or scripts</i>	To help performers learn their parts	For scores or sheet music, the performer(s) or producer needs to get permission. You may be able to get this from AMCOS; otherwise, normally from the music publisher. Note, however, that you may just need to buy the number of copies you need.
Scripts, poems and other text; recordings of the cast performing the text	To help performers learn their parts	The performer(s) or producer needs to get permission from the copyright owners (usually the publishers).

Permission to adapt or alter copyright material

As noted above, copyright owners have the exclusive right to make an adaptation of their work. In the case of literary works, this includes making a dramatisation or translation. For dramatic works, an adaptation includes a novelised or translated version of the work. For a musical work, it is an arrangement or transcription.

Material to be adapted or altered	Who should get permission; who can grant it	Other considerations
<i>Arranging music (for example, to suit the piece to the types of instrument available)</i>	The performer(s) or producer will need to get permission from AMCOS or the relevant music publisher. See the "Practical Guide to the Use of Print Music" available from AMCOS.	Moral rights of the original composer and of the arranger. Copyright attaches to the arranged piece. Note that music publishers sometimes insist on owning copyright in the arrangement.
<i>Altering or adding lyrics to music</i>	This is not covered by the APRA licence. The performer(s) or producer should check with APRA, but may need to get permission from the copyright owner.	Moral rights of the creator(s) of the original lyrics and music; and of the creator of the new lyrics.
<i>Writing a play based on a novel or a story</i>	Permission will be needed and ultimately this is the producer's responsibility. The first step is to contact the publisher.	Moral rights of the author of the original work; moral rights of the playwright. Pay close attention to the terms and conditions of the contracts, especially where the adaptation is being commissioned.
<i>Translating a literary or dramatic work</i>	Permission will be needed and ultimately this is the producer's responsibility. The first step is to contact the publisher.	Moral rights of the creator of the original work and of the translator. Pay close attention to the terms and conditions of the contracts, especially where the translation is being commissioned.

Permission to videotape or record performances

You will generally need permission if you want to film or record a performance or rehearsal of a concert, play or musical, since filming or recording involve making a reproduction of the works performed, and you will also be recording the performance.

If you are not the organiser of the performance, you may also need to check with the organiser to see if they object to members of the audience recording the performances. Some organisers and venues make it a condition of entry that audience members do not film, photograph or otherwise record the performance.

Material to be filmed or recorded	Permission required
<i>Literary works, plays and musicals</i>	You will generally need permission to film or record literary or dramatic works, including plays and musicals. You should discuss this matter with the person granting performance rights – they may be able to give you permission, or may be able to refer you to the relevant rights holder, such as the publisher.
<i>Music</i>	Permission to record performances that include music will generally be needed from the music publishers or AMCOS.
<i>Performances</i>	You will need to get the consent of all the performers to record a concert. You should ask any performer who does not wish his or her performance to be filmed or recorded to tell you well ahead of the performance. If the performers are children, it may be a good idea to consider getting written consent from their parents or guardians as well.

Permission for programmes

You may need permission in relation to your programmes if:

- you want to print summaries or an analysis of the play written by other people;
- you want to reprint the words of songs or parts of the script; or
- you want to use any photographs or artworks created by someone else.

You do not need permission just to list songs, or the order of the scenes, or the names of the performers.

Frequently Asked Questions (FAQs)

Do we need to get permission to hold rehearsals for concerts?

A rehearsal for a concert is likely to be a “public performance” for the purposes of copyright law, if held outside of a purely private or domestic setting. This is one of the exclusive rights of the copyright owner and relevant clearances will be needed.

The performance of music may be allowed at venues with current APRA licences, or if the group is a community group (such as a band or a choir) and has a current “Community Bands, Groups, Choirs” licence with APRA. You should check that the venues where rehearsals take place are covered by APRA licences, or that the Community Bands, Groups, Choirs licence is up to date.

Otherwise, if you already have the copyright owner’s permission to perform a concert or a grand rights work such as a musical, ballet, oratorio or operetta, it is likely that you also have implied permission to rehearse that material.

Can I film a concert or performance?

To record a concert or performance you will need to obtain permissions from the copyright owners of any music, sound recordings or choreography contained in the concert or performance, as well as consent from all of the performers that you want to video. However, obtaining these permissions and consents may not entitle you to film a concert or performance. Anyone who controls the

premises in which a concert or performance is to take place is entitled to prevent filming (for example, by imposing a prohibition on filming or videotaping as one of the conditions of access to the venue). They may do this, for example, if they consider such filming intrusive or distracting or if they merely wish to protect their own ability to distribute videotapes of the concert they may have made.

Otherwise, if the recording is only of live concert or performances containing music in the public domain, you do not need a copyright clearance for the music.

More FAQs

Some contact details

AMPAL

AMCOS (Australasian Mechanical Copyright Owners Society) - www.apra-amcos.com.au
(controls rights to reproduce and record music and lyrics on behalf of copyright owners)

APRA (Australasian Performing Right Association) - www.apra-amcos.com.au
(controls rights to perform music and lyrics on behalf of copyright owners)

ARIA (Australian Record Industry Association) - www.aria.com.au
(represents Australian record companies)

Copyright Agency - www.copyright.com.au
(controls rights to photocopy and digitally reproduce on behalf of copyright owners)

PPCA (Phonographic Performance Company of Australia) (PPCA) - www.pcca.com.au
(controls rights to perform sound recordings on behalf of copyright owners)

Hal Leonard **Error! Bookmark not defined.** Pty Ltd - www.halleonard.com.au
(can grant permission to perform plays and musicals on behalf of Music Theatre International)

Dominie Pty Ltd - www.dominie.com.au
(can grant permission to perform plays and musicals on behalf of Samuel French, Baker's Plays and Hanbury Plays)

Further information

For further information about copyright, and about our other publications and seminar program, see our website, www.copyright.org.au

If you meet our eligibility guidelines, a Copyright Council lawyer may be able to give you free preliminary legal advice about an issue that is not addressed in an information sheet. This service is primarily for professional creators and arts organisations but is also available to staff of educational institutions and libraries. For information about the service, see www.copyright.org.au

Reproducing this information sheet

Our information sheets are regularly updated - please check our website to ensure you are

accessing the most current version. Should you wish to use this information sheet for any purpose other than your reference, please contact us for assistance.

About Us

The Australian Copyright Council is an independent, non-profit organisation. Founded in 1968, we represent the peak bodies for professional artists and content creators working in Australia's creative industries and Australia's major copyright collecting societies.

We are advocates for the contribution of creators to Australia's culture and economy; the importance of copyright for the common good. We work to promote understanding of copyright law and its application, lobby for appropriate law reform and foster collaboration between content creators and consumers.

We provide easily accessible and affordable practical, user-friendly information, legal advice, education and forums on Australian copyright law for content creators and consumers.



Australian Government



The Australian Copyright Council has been assisted by the Australian Government through the Australia Council, its arts funding and advisory body.

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