



Video and Audio Recordings

General information

If a video or audio recording is to be made of all or part of a wedding service, it is essential to obtain the permission of the Rector/Vicar and of the minister who is to conduct the service (if that is someone else). It is within the complete discretion of the Rector/Vicar/minister whether or not to allow the recording to be made, on a case-by-case basis. If recording is permitted there will be conditions, as specified on the form. Some of these are standard conditions, others may apply to the particular situation.

The conditions we impose are designed to ensure that the results of the video are as good as possible, without the recording process being intrusive and off-putting. For the same reason it is helpful if the recordist can attend the rehearsal so that the camera position can be agreed with the person taking the service.

The incumbent/priest-in-charge/minister will give permission in writing, setting out any special conditions and the fee to be charged for the permission (this is payable to the Parochial Church Council). Signed agreement must be received for the recording to go ahead, together with the fee. This should be done as soon as possible to avoid any last minute hitches, but it should normally have been sent before the rehearsal at the latest.

It is also essential to obtain the permission of the organist/director of music/worship leader and any other musicians whose performance is to be recorded. This is the responsibility of the couple and/or recordist, and is not covered by the permission fee. Additional fees may be charged by any performers, and these will be payable separately. Some may waive any fee, but please be aware that they are entitled to charge up to double the standard fee.

Texts of Authorized Services

Special arrangements have been reached concerning the copyright in the various forms of service for marriages. This avoids the need to write to Church House Publishing for permission individually. The copyright owners have agreed that the following material commonly used in marriage services may be recorded as video or audio without any application for copyright permission and without paying a further fee to the copyright owners (provided certain conditions are observed):

- *Common Worship: Services and Prayers for the Church of England*
- *Common Worship: Pastoral Services*
- *Alternative Services, First Series: Solemnization of Matrimony*
- *Solemnization of Matrimony from The Book of Common Prayer*
- *The Psalter in The Book of Common Prayer*
- *The Revised Psalter*

The conditions which must be complied with for these special arrangements to apply are laid down in technical language, but in substance they are:

- a. No rights in the recording and no copies of it may be sold or transferred in return for a money payment or anything else of value. (A professional recordist who has been commissioned to make the recording by the couple/parents, etc., may sell copies to the persons who commissioned it, but apart from that neither the person making the recording, that person's employer (if any), the couple/parents, etc., nor anyone else, may sell copies or transfer them in return for something of value.)
- b. No more than twenty-five copies of the recording shall be made in total.
- c. Neither the recording nor any extract from it may be exhibited or played in public.

These arrangements do not extend to any part of the service other than the text of the authorized services and psalms from the Psalters listed above. This means that biblical passages (even if they are recommended readings), other prayers, hymns, anthems, music, etc., are not covered by these permissions and it is your responsibility to obtain permission for such material that is included in the service. Some hymns, songs, etc. may be covered by a Private Function Filming Licence (PFFL) – see below for details. These conditions are consistent with a PFFL licence.

Biblical Passages and Other Readings

Permission to biblical readings may be required depending on the length of the reading and the translation used, but no permission is needed if the readings come within these maximum lengths:

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| If less than 40 verses (unless a complete book of the Bible) | <i>New International Version</i> |
| If less than 50 verses | <i>Contemporary English Version</i> |
| If less than 500 words | <i>Jerusalem Bible and New Jerusalem Bible</i> |
| If less than 1000 verses | <i>Good News Bible</i> |
| No restriction | <i>Authorized Version (King James Version)</i> |

In practice, few readings exceed any of these limits. However, please note that any reading, however short, needs permission for recording if it is taken from the *Revised Standard Version* (or *New Revised Standard Version*). This is significant, since the most commonly-used version currently in our churches is the *New Revised Standard Version*. A different version should be used if at all possible.

Readings from other sources than the Bible – poems, for example – will have separate copyright considerations and these need to be looked into separately. Copyright subsists in a work at least until the end of the period of 70 years from the end of the calendar year in which the originator (author, composer, etc.) died, so there may be no issue. However, where there is doubt whether material is copyright for the purposes of recording the service the publisher will usually be able to assist.

Additional Prayers

Permission is required from the copyright owner (including the Archbishops' Council, where appropriate) to record copyright prayers which are not in authorized or commended services, and prayers from other authorized and commended material which are acknowledged to other copyright owners. Again, in practice, this should have no impact unless alternative prayers and other texts are being considered.

Hymns, Anthems and Other Music

If music is being recorded in church, and it is covered by copyright (normally when the composer, arranger, etc., is still alive or has died within the last 70 years) and the recording is not covered by a Church Copyright Licence from CCLE, then a Private Function Filming Licence (PFFL) must be obtained from Christian Copyright Licensing (Europe) Ltd (CCLE), PO Box 1339, Eastbourne, East Sussex BN21 1AD; telephone 01323 417711; fax 01323 417722; email: info@ccli.co.uk.

CCLE grants PFFL licences as agent of the Mechanical Copyright Protection Society (MCPS) for any recording or filming made on church premises for commercial or non-commercial purposes. These licences cover any music within the MCPS repertoire. The MCPS controls the recording rights for the vast majority of music covered by copyright and the words of that music, so that permission to record hymns, anthems or other music should not normally be sought from the publisher. However, a publisher should be able to help with any queries about whether a particular piece of music is covered by copyright.

If a professional recording firm has been commissioned by the couple/parents, etc. to record music within a church, it is important to ensure that it has the necessary PFFL Licence from CCLE. (Licences for non-church professional recordings are available directly from the MCPS and the Performing Rights Society.) A PFFL Licence from CCLE is also required by an amateur making a recording in church. Details of the PFFL licence and fee should be obtained from CCLE well in advance.

It is important to note that churches that hold a current Church Copyright Licence from CCLE covering the reproduction of words are covered for recordings of certain words and music (audio or visual) made on the church premises or as part of the church activities strictly for non-commercial use. This would, in effect, cover any person wishing to record a wedding, christening, special celebration, etc. and would not require the cover of an additional PFFL licence unless the recording was to include music played (for example at a reception) at a separate venue from the church covered by the CCLE licence. Further details of this cover can be found in the CCLE reference manual.

Note:

While the audio recording of hymns, anthems and music within the setting of an act of worship falls within the terms of the CCLE Church Copyright Licence, CCLE do not administer copyright for every composer and song-writer and each item will need to be separately verified. Permission to record items which are not registered with CCLE should be sought from the individual copyright holder or administrator.

Obtaining Copyright Permissions and Licences

The person who wishes to make the recording is normally responsible for applying for and obtaining the necessary permissions and licences. However, in the case of a wedding, if the couple/parents commission a professional firm to make the recording, the recording firm is considered to be their agent, and the firm is responsible for ensuring that the necessary permissions are obtained and any conditions are complied with. That is why we ask both the recordist and the person commissioning the recording to sign the notice of permission and to read these notes.

David Brooke

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Permission to Use Video Recording Equipment in Church for Marriage Services

Marriage Prayer and Dedication after a Civil Marriage Thanksgiving for Marriage

of and

in the Parish of on

Conditions for Permission to be Granted

This notice is issued by the incumbent to give permission for recording equipment to be brought into and used inside the church for the purpose of recording the above service subject to the following conditions:

- Only a single video camera may be used inside the church, which must be in position before the entry of the bride/couple.
- During the service the camera must remain in a fixed position and mounted on a suitable support. (The position must be agreed in advance with the incumbent and/or celebrant.)
- Additional lighting may not be used without prior agreement, and may not be turned on or off during the service.
- The signing of the registers may not be recorded.
- The recordist is responsible for all Health and Safety considerations related to the recording.
- This permission extends only to the recordist named in this agreement. **Other guests may not make recordings in church.**
- Guests may bring recording equipment into church as personal effects, but it must remain switched off at all times during the service and any performances which form part of the ceremony. This applies equally to video cameras, and to still cameras and mobile phones capable of recording short “clips”.

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| Special conditions: | |
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Legal Considerations

The attention of the couple and recordist is drawn to the following matters:

1. The law of copyright is complex. It is most important that it is recognised that neither the incumbent nor the Parochial Church Council has any authority to give copyright permission for the lawful reproduction or recording of any work literary or musical which is protected by copyright, or to give consent on behalf of any performer or person having an exclusive recording right.
2. Certain “blanket” arrangements have been made to facilitate the recording in church of the texts of the marriage services. Without prior application having to be made to the copyright owners, copyright permission, subject to the conditions in paragraph 3, has been given for the recording on either videotape or audiotape of the following material:

- *Common Worship: Services and Prayers for the Church of England*
 - *Common Worship: Pastoral Services*
 - *Alternative Services, First Series: Solemnization of Matrimony*
 - *Solemnization of Matrimony from The Book of Common Prayer*
 - *The Psalter in The Book of Common Prayer*
 - *The Revised Psalter*
3. The conditions on which a recording of the material specified in paragraph 2 may be made without prior application are as follows:
 - a. No rights in the recording and no copies of it may be sold or transferred in return for a money payment or anything else of value. (A professional recordist who has been commissioned to make the recording by the couple/parents, etc., may sell copies to the persons who commissioned it, but apart from that neither the person making the recording, that person's employer (if any), the couple/parents, etc., nor anyone else, may sell copies or transfer them in return for something of value.)
 - b. No more than twenty-five copies of the recording shall be made in total.
 - c. Neither the recording nor any extract from it may be exhibited or played in public.
 4. The copyright owners of the material listed in paragraph 2 charge no fee for this permission.
 5. These "blanket" arrangements and the permissions relating to the material specified in paragraph 2 do not extend to any part of the service other than the text of the authorized services and psalms from the Psalters listed above. Thus biblical passages (even if they are recommended readings), other prayers, hymns, anthems, music, etc., are not covered by these permissions and it is your responsibility to obtain permission for such other copyright material which is included in the service. Some hymns, songs, etc. may be covered by a Private Function Filming Licence (PFFL), obtainable from Christian Copyright Licencing (Europe) Ltd (CCLE), PO Box 1339, Eastbourn, East Sussex, BN21 1AD; telephone 01323 417711; email: info@ccli.co.uk. These conditions are consistent with a PFFL licence. Additional information may be found in the attached notes (*Video Recording in Church*) which form part of this notice. Note that copyright subsists in a work at least until the end of the period of 70 years from the end of the calendar year in which the originator (author, composer, etc.) died. Where there is doubt whether material is copyright the publisher will usually be able to assist.
 6. The fee of £50 is payable to the Parochial Church Council solely for the incumbent's permission to bring into and to use recording equipment inside the church. All copyright fees are your responsibility.

I have read the whole of this notice, and the attached notes. I accept that the incumbent has only given me permission to bring into and to use video recording equipment inside the church subject to the conditions above, and that I am wholly responsible for compliance with them. I acknowledge that the incumbent is not authorised to grant copyright permission or authorise the recording of any material or performance which may be protected by law, and has not done so.

I accept that if these conditions are not adhered to, the recording will not be allowed to proceed.

| | Recordist | Person Commissioning the Recording |
|-------------------|-----------|------------------------------------|
| Full name | | |
| Signature | | |
| Date of signature | | |
| Contact details | | |