

PRACTICAL GUIDE

Church Growth Trust and Anthony Collins

Copyright and Licensing

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CONTACT DETAILS

Church Growth Trust

1 Manor Farm Barns, Baines Lane, Seaton, Oakham, Rutland, LE15 9HP

01536 201339

enquiries@churchgrowth.org.uk

www.churchgrowth.org.uk

Church Growth Trust is the operating name of Church Growth Trust Limited, a registered charity no. 1138119, and a company limited by guarantee no. 07352319, registered in England

Anthony Collins

134 Edmund Street, Birmingham, B3 2ES

0121 200 3242

info@anthonymcollins.com

www.anthonycollins.com

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1.0 Introduction

Copyright is one of those subjects, like health and safety, that many people wish would go away – but it will not, and it should not. Rather than being a ‘nuisance’ it can work to your advantage. This practical guide provides an introduction to the issue and gives details on the licences that your church may need.

2.0 Understanding the basics

Intellectual Property (IP) is a thing that someone or an organisation owns (in the same way you can have or control a physical item) and is created through their own invention, ingenuity or individual expression. This could include music, artistic works, written works and designs. This could also include books and training guides, sermons, logos & straplines, worship songs, website design and any ideas recorded in a tangible form. There are various forms of protection of IP rights to prevent people copying or using people’s creations without permission such as copyright, design, patents and trademarks. Someone can own IP if they create the IP themselves or bought IP from the creator/previous owner. They have a right to use IP if they have the necessary permissions from the original creator.

The design of an invention is usually protected through the patent process, but an idea itself does not amount to IP. Some IP requires registration to protect it however; **copyright** is an automatic protection that arises with any unique literary or artistic work.

One of the key pieces of legislation covering copyright is known as the **Copyright, Designs and Patents Act 1988** and as a starting point, this sets out that any material which benefits from copyright protection (such as texts, pictures and music) cannot be used or copied without the author’s permission. To use such material without breaching copyright, you must:

1. Agree a licence with the owner to use it;
2. Buy or acquire the copyright IP; or
3. Confirm that the intended use of the copyright protected materials falls within an “exception”.

The exceptions cover situations that amount to “fair dealing”. Fair dealing permits the making of copies of short extracts for activities, quotations, non-commercial research or private study (amongst other things). This could include borrowing (but not copying) sheet music to practice at home.

If you have plans to record worship or certain performances, individuals in the recording can also have performer and moral rights that govern how the recording can be used in the future. The church needs to consider these issues and the overlap with its duties in respect of data protection.

3.0 Commissioned or purchased material

As copyright protects the creator of the unique property, you may be in a situation where you pay for something such as commissioning photographs of your church, but using those photographs (without permission) amounts to a breach of the photographer’s copyright. In this situation you must ensure that:

- You own the rights to the photographs (by checking the contract or agreement you have with the photographer) – this prevents them being resold to someone else, as you then become the copyright owner (ownership number 2 above); or
- You get permission to use them across all media, edit them, and allow others to use them

by way of a licence setting out your rights of use, which could include limitations on how you can use the photographs (ownership number 1 above).

The above situation is different to when you buy a 'stock' image. A stock image is a professional photograph taken by a photographer (these photographs could include landscapes, events, sceneries etc.) but, unlike the situation set out above, these photographs have not been commissioned for a specific purpose or by a specific person. Instead, the stock image photographer will sell the photographs to individuals or companies on a royalty-free basis. The photographer will still own the stock images and multiple people may use those images but this will be subject to the terms of service that the photographer has set out (such as using the stock images for a limited time or in a limited number of prints). In the event that you wish to use a 'stock image', you will need to buy the rights to use that image from the owner.

You should not use pictures copied off the internet unless you have sought the owner's permission, or they are from sites that explicitly state that no copyright applies. Electronic searches are capable of detecting images used without a licence agreement and large fines can be levied by the owners.

4.0 Internally produced material

Where a member of staff (i.e. an employee) takes photos, writes, designs a logo or builds a website as part of their role as an employee, then their employer will normally be the owner of the IP. The same principle applies even if the individual is 'working from home', as it is the nature of the activity, not the location that is the deciding factor as to whether the creation belongs to the church. However, in churches such material may be developed by a volunteer (or a part-time member of staff, developing the material outside of their paid role), in which case the IP rights reside with the individual. In this situation it is possible to transfer the IP through an Assignment Agreement¹ or, if volunteers are regularly producing materials, then a Volunteering Agreement² can be used to make sure that you gain ownership of or permission to use their creations.

The same can apply where a minister writes a book during their employment and in this case the royalties from the book sales should belong to the church. In some situations, it may be appropriate for a paid member of staff to retain or share the IP – for example where the minister is known to be a part-time author when appointed. It is recommended that the ownership and issue of IP is addressed in any contract or employment or contract for services or volunteer agreement³.

It is especially important to understand IP on things that would be awkward or costly to change or replace - such as a logo. A church plant often shares the same 'identity' as the mother church in its early years but the IP needs to be controlled as the plant grows and takes on its own identity. It is not necessary to register the logo, as it is possible to prevent an unregistered trademark being used by another organisation and misleading the public, however registration is recommended as it makes it much easier to stop others from using the same or a similar logo.

It is not often that churches think about IP issues and, in particular, who owns your logo, recordings of sermons, discipleship or house group material or songs written by worship leaders. However, these items are potentially valuable assets for a church. In the same way that trustees of church charities are required to protect the church's assets, such as property and funds, they should think about protecting the church's IP.

¹ These can be obtained from Anthony Collins Solicitors (see contact details below)

² Ditto

³ See Stewardship's Employment Contract Pack available from: <https://www.stewardship.shop/>

5.0 Getting the right permission

Having understood the main issues set out above, it is necessary to consider the different licences that are available and how you can use these to manage your responsibilities.

Whilst we have set out some guiding principles below, each licence will contain slightly different permissions and obligations so it is important that you consider these carefully to decide if they are fit for your intended purposes.

The main organisation you need to know about is Christian Copyright Licensing International (CCLI) which has a range of different licences available to meet your needs. Please be aware that, although licences cover most publications, songs or films, they do not cover them all. So, it is important to check before assuming you are covered. Conversely, some authors declare some of their work to be copyright free; so a licence is not required for that work.

5.1 Photocopying articles from magazines, pages from study guides, games and puzzles, scripts or quizzes

Many churches want to copy home group materials and study guides and for this permission is normally required. This should be covered by a **Copyright Licensing Agency (CLA) Church Licence**. The requirement applies if the book or article being copied is less than 25 years old, regardless of whether the original material is Public Domain (i.e. where the last surviving author/writer has been dead for 70 years). It includes some versions of the Bible and it is best to check with CLA so they can confirm whether a specific translation is covered under the licence.

5.2 Photocopying and electronic duplication of pages from authorised hymn/songbooks and sheet music publications such as typesheets

The photocopying of music and lyrics from publications or from authorised websites is covered by a **Music Reproduction Licence (MRL)** from CCLI, so long as one copy of the original publication or file is owned by a member of a licensed church. A MRL can be purchased by any church holding a Church Copyright Licence (CCL), see below.

5.3 Reproducing and projecting song words

If you only use purchased hymn books such as *Singing in the Faith*, where the copyright fee (song royalty) is included in the original price of the book, you are free to sing and play from this printed hymn book during worship services⁴. However, this does not give you the right to reproduce the hymn book, if less than 25 years have passed since the book was published. You will need to check each song book to see the relevant copyright arrangement.

You may write or type out the words of a song that is Public Domain⁵ and then reproduce your copy, but this is cumbersome. A few decades ago most churches started to project song words, first with overhead projectors, and now with digital projectors. For this you need a **Church Copyright Licence (CCL)** which allows you to reproduce song words. It does not permit photocopying directly from song books less than 25 years old - this is covered by the MRL, as mentioned above.

An alternative option for this is 'One License', a subscription-based service based in the US which covers an additional range of church and choral music (e.g. Taizé, GIA Publications,

⁴ http://singingthefaithplus.org.uk/?page_id=5926

⁵ Work is described as being in the public domain once the copyright in that work has expired (i.e. 70 years (for literary, dramatic, musical or artistic work) from the end of the calendar year which the last remaining author or composer of the work dies or, for typographical arrangements of a published edition, 25 years from the end of the year the edition was first published).

Oxford University Press, Wild Goose Resource Group, Kevin Mayhew) and allows license holders to reprint, podcast and record hymns and songs for congregation. There are various packages available on their website⁶.

5.4 Showing films and playing pre-recorded music

5.4.1 Music

Sometimes, music is played in church meetings from a CD or other recording. If the music is played during regular acts of worship⁷, a specific licence will not be required for this. However, you will require a Performing Rights Society (PRS) Church Licence if you play or allow the use of music for any purpose other than for an act of worship. This could include background music for a coffee morning or youth club, or dances or film shows.

5.4.2 Film clips

Both Christian and secular film clips can be really useful in illustrating points in a sermon or other talks and these are copyright protected in two ways. Firstly, for the film itself, and secondly for the soundtrack. During acts of worship the requirement for the soundtrack has been waived by 'PRS for Music', but you will however still need permission from the copyright owner. A **Church Video Licence (CVL)** from CCLI covers this requirement for most major producers, including the big names like Walt Disney and Pixar.

A Church Video Licence may permit the showing of YouTube content, but only in respect of films and film scenes that are authorised by studios and/or producers of those films. The scenes that you show in the church meeting must be uploaded by the copyright owner or someone authorised by the copyright owner to be covered under this CVL. YouTube do not monitor the content and therefore, it is the individual church's responsibility to check that the content is properly authorised and the YouTube Channel has the appropriate consent to upload the content, in order for the church to rely on the consent provided by a CVL.

Additional requirements will usually apply for both music and film if the service is being recorded. For more details on this point, please refer to 5.5 below.

5.5 Streaming, webcasting and recording live services including live worship

Digitally transmitting live services can help churches to reach a wider community with their worship and has proven to be a really useful tool during times of social distancing. Where the service includes music, a CCLI 'Streaming License' ('CL') and 'Streaming Plus Licence' ('CLPL') from CCLI may be required:

5.5.1 Recording Worship

The CCL permits songs to be recorded in live worship services. This includes meditations, preludes, postludes, interludes, fanfares and handbell, vocal and instrumental specials by audio and/or video means. Therefore, churches that have

⁶ <https://onelicense.net/how-it-works>

⁷ The Church Licence refers to a "recognised service of divine worship in consecrated places of worship". The CCLI website does not specify which particular buildings or churches are consecrated places of worship. This term is used so as to be broad enough to cover places of worship that are not church buildings (e.g. where the place of worship is a church hall used by churches/third party groups). In order to qualify as a place of worship to rely on this licence, the place of worship must pass the predominance test. If the activities in the hall, during which music is played, are run predominately by and for the church congregation or church group, the hall is considered to be covered by the licence. The CCLI website suggests getting in touch with CCLI when in doubt as to whether the church building fits this definition.

already arranged a suitable licence for live performances, will be covered for recording this material.

5.5.2 Streaming Worship

The CCLI Streaming License ('SL') allows churches to 'stream' participating songs⁸, in audio and/or video to personal electronic devices and displaying lyrics on screen. This must be within the context of a church service and will not cover other activities. The Streaming Plus License ('SLP') affords churches the same rights but, in addition to participating songs or 'live' performances, it includes pre-recorded backing tracks or artists recordings⁹. Both are available to churches that already hold a CCL.

The recording may then be uploaded to YouTube or similar platforms, provided that the copyright owners have the right to place advertisements on these videos. The recordings can remain on these platforms for the duration of your license. If you wish for the recording to be shared on the church's own website, you should check whether a PRS licence for Music Limited Online ('LOML') is required in addition to the SL.¹⁰

It is important that no charge is associated with the service directly or indirectly. For example, the church cannot charge a fee, receive compensation, or stream songs from events where a financial charge is required for attendance. This includes donations or charitable affairs; therefore it is important to check the terms of the license with CCLI for full details on this.¹¹

Finally, you should ensure that you are familiar with the platform you are using (e.g. YouTube, Facebook) as most will have their own rules and requirements for live and recorded streaming. For example, Zoom does not have an arrangement with PRS Music and so both a CCLI Streaming Licence and PRS for Music LOML will be required.

If this all sounds expensive, then it need not be for a small church, but it does depend on what you are doing. If you are regularly singing new worship songs, then this cost needs to be balanced against the cost of the purchase of new song books and the inconvenience of having several different books to hand out. Licence costs are based on the average attendance figures and normally work out cheaper for a church to purchase licences for the whole year rather than for a single event. Here is a link to give you the most up to date prices:

<https://uk.ccli.com/copyright-licences/>
<https://uk.ccli.com/copyright-licences/#ccl-pricing>.

Alternatively, the 'One Licence' Podcast / Streaming License permits both pre-recorded content and content that is streamed live. Content may be posted to your organization's website, YouTube, Facebook, Zoom, Vimeo, Instagram, and other forms of internet-based communication.

⁸ Participating songs can be found by searching within the CCLI catalogue, linked here: <https://uk.ccli.com/copyright-owners-lists/>.

⁹ Authorised Master Recordings and Multi-Tracks (i.e. pre-recorded backing tracks) or artists recordings can be found by identifying the record label or owner and then searching within the Covered Record Labels list, linked [here](https://uk.ccli.com/copyright-owners-lists/): <https://uk.ccli.com/copyright-owners-lists/>.

¹⁰ <https://www.prsformusic.com/licences/using-music-online/limited-online-music-licence>

¹¹ The full extent of the permitted activities and prohibited activities can be found on the CCLI website [here](https://uk.ccli.com/copyright-owners-lists/) and we recommend always checking this before carrying out any form of streaming activity.

At first glance (and even second glance) this maze of licences can be confusing, but there are some excellent resources on the CCLI website including an easy pricing guide. It also provides information on what to do if you meet in more than one location, or are an individual such as an itinerant preacher.

6.0 Additional Information

Christian Copyright Licensing International (CCLI)

Unit 16-17 Pacific House

1 Easter Island Place

Eastbourne

BN233 6FA

Tel: 01323 436100

Email: through website: <https://uk.ccli.com/contact-ccli/>

Website: <https://uk.ccli.com/>

Details of licences for churches and costs are found at: <https://uk.ccli.com/copyright-licences/#church-licences>

Churches need to provide online reports to record which songs have been reproduced, projected or recorded. CCLI use this information to distribute royalties to copyright holders. Further details are available at: <https://uk.ccli.com/reporting/>. In summary these are as follows:

- Church Copyright Licence/Collective Worship Copyright Licence – report weekly/as often as you reproduce songs in services/assemblies;
- Music Reproduction Licence / Collective Worship Music Reproduction Licence – report as and when you photocopy etc.
- CLA Church Licence – report on ongoing basis.

One Licence LLC

7343 S. Mason Ave.

Chicago, IL 60638

1-800-ONE-1501

Tel: 708-458-5900

Email: infoeu@onelicense.net

Website: <https://www.onelicense.net>

Stewardship (in conjunction with Anthony Collins Solicitors) provide Employment Contracts Packs for churches, which can be found on their online shop: <https://www.stewardship.shop/> under publications.

Church of England have produced some helpful general guidance on Covid-19, which includes a section on livestreaming worship and the intellectual property implications of this. You can find the guidance page [here: https://www.churchofengland.org/resources/digital-labs/blogs/guide-getting-started-live-streaming](https://www.churchofengland.org/resources/digital-labs/blogs/guide-getting-started-live-streaming)

Anthony Collins Solicitors are able to help with advice on copyright and licensing matters. Their contact details are:

134 Edmund Street, Birmingham B3 2ES

Tel: 0121 200 3242 Email: info@anthonicollins.com Website: <https://www.anthonycollins.com>