

The following material contains advice provided in response to the questions listed. If you need more specific advice please be in touch with the Diocesan Office.

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1. I am a ministry unit, I have permission to use music (CCLI) in worship services, but now I am live streaming and recording those services for use around the world. If I publish my CCLI number others may steal it...

Many of the social media platforms that you might be using to live stream worship services, such as Facebook or YouTube, have Terms of Service that allow them to suspend or delete a user’s account if it violates the copyright of others. This means you will need to ensure that you have permission to live stream any content that is subject to copyright. Copyright for music will likely be the most relevant concern when live streaming the worship services. CCLI offer a variety of different licenses for this purpose. Your rights to stream and record worship services that include music subject to copyright will depend on the type of CCLI license that you have.

If you have a the standard CCLI Copyright Licence, then it won’t cover the live streaming of worship services that include music subject to copyright. However, if you have the CCLI Streaming Licence or CCLI Streaming Licence Plus then you will be covered for such music. If you haven’t already, we recommend that you obtain a CCLI Streaming Licence or CCLI Streaming Licence Plus if you intend to continue live streaming worship services. The Streaming Licence Terms of Agreement can be found here: <https://nz.ccli.com/streaming-licence-terms-of-agreement/>. Please let us know if you would like us to give you more detailed advice regarding your rights or obligations under the Streaming Licence or other CCLI licences.

It is a requirement of the standard CCLI Copyright Licence to include the CCLI Licence number when citing copyright materials, but it is not clear whether CCLI also require this for its Streaming Licence.

We suggest you contact CCLI directly for their guidance on whether they require you to publish the CCLI Licence number when streaming online, or we can contact them on your behalf if you like.

We note that the CCLI Licences do not cover all musical works subject to copyright. The CCLI website has a search function you can use to see if any music you intend to use is covered by their Licences. If you use any music subject to copyright that is not covered by the CCLI licences, then you may need to obtain permission from another licencing body that has the rights to that music (such as One Music) or seek permission from the copyright owner directly.

2. At the same time I am using A New Zealand Prayer Book which is under copyright.

A New Zealand Prayer Book would be considered a literary work for the purposes of the Copyright Act 1993 (**Act**). Under the section 16 of the Act, performance of a literary work is a restricted act. This means that if you are reading or quoting passages from *A New Zealand Prayer Book* in worship services, whether live streaming or not, you will need permission (such as a licence) from the copyright owner.

Sometimes a licence can be implied from the circumstances. It appears that the Anglican Church in Aotearoa, New Zealand and Polynesia is the copyright owner of *A New Zealand Prayer Book* (**Copyright Owner**). Assuming you don't have express permission from the Copyright Owner to use *A New Zealand Prayer Book* in worship services via live streaming, it may be that you have an implied licence if the Copyright Owner is aware that you are using *A New Zealand Prayer Book* via live streaming but the Copyright Owner does not do anything to stop you or notify you of its rights. It is also possible that you have an implied licence by virtue of your relationship to the Copyright Owner.

In any event, best practice for minimising the risk of copyright infringement would be to seek permission from the Copyright Owner.

From General Secretary regarding ANZPB: On copyright

"Anglican" entities associated with our church have explicit permissions for general use, and then apply for rights for other uses, as per the copyright rules found here:

<https://www.anglican.org.nz/Resources/A-New-Zealand-Prayer-Book-He-Karakia-Mihinare-o-Aotearoa>

Especially:

(a) Reproduction for a single occasion: The material provided in this book may be reproduced without written permission and without payment of a fee, provided that the following conditions are observed:

- (i) Copies are not sold;
- (ii) Use is limited to a particular named parish or worshipping community. Name is to be shown;
- (iii) An acknowledgment is included which reads as follows: This copyright material is taken from 'A New Zealand Prayer Book - He Karakia Mihinare o Aotearoa' and is used with permission.

(iv) Copies or reproductions are made of whole pages or sections of text without editing the text, rubrics or language versions.

And:

All these exemptions are conditional on the particular parish or worshipping community being in possession of a set of A New Zealand Prayer Book / He Karakia Mihinare o Aotearoa for ordinary congregational use.

...

These guidelines apply equally to reproduction of material in digital or printed form on paper, card or transparency, digital medium, or for data projection.

3. Sometimes I broadcast a concert which people may pay for if they attend, but others access free online.

The CCLI Licence Terms of Agreement state that the CCLI Licence doesn't permit charging a fee or receiving any form of compensation (such as donations) for the Permitted Activities. The CCLI Streaming Licence Terms of Agreement also state that it does not permit the streaming of songs contained in concerts at the Church property where a financial charge, including donations, is required for attendance. CCLI do not appear to offer licences for such events. You may want to contact CCLI directly to confirm whether they have the rights to issue such a licence, or we can contact them on your behalf if you like.

APRA AMCOS NZ, which is a similar organisation to CCLI, do offer copyright licences for events where a fee is charged. There is more information at <https://apraamcos.co.nz/music-customers/licence-types/using-music-at-your-event/>, or you or we could contact them directly to determine whether any of their event licences would be suitable for your purposes. In terms of the live streaming of the concerts, APRA AMCOS NZ also have an Online Mini Licence which may be suitable. Make sure that the music you intend to use will be covered by the APRA AMCOS NZ licences before purchasing a licence from them.

4. Sometimes I use a youtube clip in my worship service – but now it is embedded in the live recording of my worship service.

This issue hinges on an interpretation of the YouTube Terms of Service. On one hand, the Terms of Service state that users of YouTube have a “worldwide, non-exclusive, royalty-free license” to “reproduce, distribute, prepare derivative works, display, and perform” content that has been uploaded to YouTube. This is an incredibly broad licence which we think would allow you to use YouTube clips in your worship services, including in live recordings of those services. However, the Terms of Service also state that users of YouTube are only permitted to view or listen to content for their personal, non-commercial use (the Terms of Service use the example of publicly screening videos as not being permitted). These two clauses seem to be in conflict and create ambiguity making it difficult to give a definitive answer.

We understand that YouTube have software that scans live streams for matches to third-party content. If third-party content is detected, then YouTube will issue a warning to stop using the content or your live stream will be interrupted or terminated. If you comply with a warning, then the live streaming can continue. You could consider adopting a “wait and see” approach where you continue including the YouTube clips as part of the live recordings until notified otherwise. If you receive a warning, then you could comply with this warning to avoid further action from YouTube. Otherwise, if you wanted to take a cautious approach, then you could contact YouTube or the user

who uploaded content seeking their permission before showing a video in your worship services that are streamed online.

We note that we have not conducted a thorough review of the YouTube Terms of Service, or the Terms of Service of any other social media or streaming sites. Please let us know if you would like us to review any of these in more detail.

5. [Sometimes I use commercial music in my worship service which is broadcast live.](#)

It is difficult for us to give a definitive answer in this case as it will depend on the music you are using. One of the risks with commercial music is that there may be two different owners of the copyright 1. The artist or creator of the song; and 2. The owner of that particular recording of the song. Generally, if you have a CCLI Streaming Licence and the music you are using is covered by the Licence, then this should be sufficient. If not, then you will need to seek permission from the owner of the rights to the music recording.

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