



THE CODE OF FAIR PRACTICE
AGREED BETWEEN
COMPOSERS, PUBLISHERS
AND USERS OF PRINTED MUSIC

I) PREFACE

a small category of reasonable uses of musical works that most copyright owners will not treat as a violation of their rights.

II) INTRODUCTION TO THE CURRENT LAW AND COPYRIGHT EXCEPTIONS

This Code aims only to cover essential aspects of the copying and arranging of copyright musical works; it does not attempt to deal with recordings, broadcasts, films, videos or other types of creative product etc. The law on the subject is contained in the Copyright, Designs and Patents Act 1988.

If a musical work is in copyright (which it will be if any of the composers, editors or authors have not been dead for more than 70 years, or if a specific typographical arrangement of a work has been published in the last 25

accessible copy of which they have lawful possession. Educational establishments and non-profit organisations may also make such copies for use by people with such disabilities if they comply with the relevant provisions (see Section 31A of the Copyright Designs and Patents Act).

Copyright in a musical work is not infringed by making a temporary copy that is transient and incidental to a technological process where:-

It is an integral and essential part of that process; and

It has the sole purpose of enabling either (i) a transmission of the work in a network between third parties by an intermediary, or (ii) a lawful use of the work; and

It has no independent economic significance.

This is essentially intended to enable the browsing or caching of copyright works by Internet service providers and only applies in cases which do not conflict with a normal exploitation of the work and do not unreasonably prejudice the legitimate interests of the rightsholder.

III) CODE OF FAIR PRACTICE ON THE GRAPHIC COPYING OF MUSIC

General Principles

1. Copyright owners (composers and their publishers) recognise that musicians and students need reasonable access to copyright material so that the

Each copy must be marked with the following: 'Copy for study only'

4. Orchestra and Band Parts, and Classroom Sets: In the case of works published either for orchestra or for band (but not for smaller ensembles) or in classroom sets and where the publisher has expressly stated in writing extra parts are not sold individually but only in sets, copies of extra parts may be made provided that the number so made does not exceed a "quarter set" in quantity and provided that the person or organisation making the copies has already purchased one or more sets. Note: A "quarter set" is defined as a quarter of the total number of parts in the publisher's standard set. In this instance it is the number of parts and not the number of pages that is the relevant criterion.

Each copy must be marked with the following: 'Copy made with permission'

5. Hired Orchestral Works: If an orchestra is likely to hire a work again on a future occasion, a single copy of each of the scored string parts may be made for future reference in order to retain a record of the bowing and fingering marks used by that orchestra. Such copies may not be used for reproduction or performance.

Each copy must be marked with the following: 'Copy made to record markings only'

6. Out of Print: If a work appears to be out of print, any person or organisation wishing to obtain that work should give notice of this intention to the publisher⁶. The publisher shall then within 3 weeks inform that person or organisation of the terms on which the publisher is either able to supply it or will allow copies to be made.

Notes:

- a. If the publisher allows copies to be made a fee should be expected as the publisher will usually have an obligation to pay the composer a royalty.
 - b. It may occasionally happen that the publisher will refuse permission to reproduce because the work has been deliberately withdrawn either at the request of the composer or for copyright reasons; such refusal will not entitle a user to make copies.
7. Non-Supply: If a person or organisation has ordered music from a dealer or publisher and it has not been supplied within 1 month of the order date, that person or organisation must give notice to the publisher* requiring him/her to supply within 3 weeks or give permission to make the necessary copies on payment of a fee (see 6 above).

Notes:

- a. The "order date" requires firm evidence of the date on which it was given to a dealer or publisher; the date on which the purchaser makes a request to his/her own authority or supplies department is irrelevant for this purpose.
 - b. Difficulties over non-supply often arise because users programme works without first checking on their availability from the publishers. It is in the users' own interests to make such enquiries before setting programmes.
8. Extracts from Complete Editions: If a person or organisation wishes to use a whole work which is only published as a small part of a complete or collected edition and which is not published separately, notice must be given to the publisher who may either offer to provide such separate publication on given terms or allow copies to be made on payment of a fee.

Note:

⁶ A suitable form appears in Appendix A.

IV) ARRANGING, ADAPTING AND MORAL RIGHTS

Under S.16 of the Copyright, Designs & Patents Act 1988, making an adaptation of a work is one of the acts restricted by copyright. In relation to musical works, an adaptation means an arrangement or transcription. An arrangement is a re-configuration of a melody or complete piece that adds or alters aspects such as lyrics, harmony, rhythm, texture and instrumentation. A transcription is an arrangement of a piece of music for a different instrument or instruments (including voice).

In many cases a composer may have no objection to an arrangement, but sometimes a composer will not want other people to make arrangements of a work that he or she has created and the law gives him/her or her the right to refuse. It is particularly significant that under the Act, a teacher in a school, or elsewhere, no longer has the right to make arrangements in the course of his or her work. This Code therefore permits it in certain well-defined circumstances. In addition to the general restriction on "adaptation" of works in S.16 of the Act, composers and authors are given a new right in S.80 (called a Moral Right) that their work should not be subjected to derogatory treatment. "Treatment" is defined as "any addition to, deletion from or alteration to or adaptation of the work, other than an arrangement or transcription of a musical work involving no more than a change of key or register". The treatment of a work is "derogatory" if it amounts to distortion or mutilation of the work or is otherwise prejudicial to the honour or reputation of the author.

The other Moral Rights granted by the Act are the right to be identified as the author and the right not to have a musical work falsely attributed. These Moral Rights belong to the composer/author and are inalienable. It is therefore advisable that where an arrangement is permitted, the arranger should take care to avoid derogatory treatment and ensure that the original composer is correctly credited.

Arrangements of copyright musical works may be made by teacorrewor17e

V) ARBITRATION

If a user and a copyright owner are unable to agree on the interpretation of any part of this Code, provision has been made for a small arbitration committee to settle the matter, provided that both parties in dispute agree to be bound by the committee's decision. Requests for arbitration should be addressed to the Music Publishers Association Ltd or either one of the following, as appropriate:

Incorporated Society of Musicians
10 Stratford Place
London
W1C 1AA

Making Music
2-4 Great Eastern Street
London
EC2A 3NW

APPENDIX A
Notice of Proposal to Copy Copyright Music under the Code of Fair Practice

Publisher's Confirmation

This work/extract:

is now available from: _____

on payment of £_____ per copy _____

will be sent to you by return on payment of £_____per copy

may be copied on payment of £_____ per copy _____

has been withdrawn from publication and may not be copied except within the strict provisions of the Copyright, Designs and Patents Act 1988. We are not able to give any permission.

may not be copied; the circumstances are not within the code of Fair Practice for the following reason(s): _____

APPENDIX B

In addition to the members of the Music Publishers Association as listed on our website under our Directory of Members, the following entities have also agreed to adhere to the standards set out in this Code of Fair Practice:

[to be updated in a future edition]

It should be noted that the only person who can make any concession in respect of copyright is the copyright owner, who is not always the same person as the publisher; when checking to ascertain whether a