



## RECORDING PERFORMANCES

**If you wish to film or record any performance/s of your production, you must read and agree to these conditions in order to do so safely and with proper consideration of all people involved.**

Consultation with the UHT Production Coordinator is required prior to any planned filming of a performance. This consultation must occur no less than 7 days prior to the planned recording.

### Recording For Archival/Reference Purposes

The [Live Performance Award 2020](#) sets out the definition of archival and/or reference recording:

- The recording can be audio, visual, or both
- The recording cannot be used commercially or for public broadcast
- It can only be kept for archival reasons and viewed for reference purposes, such as to aid in preparing the restaging of the production or to assist in training performers in the production
- The owner of the recording must maintain control over all future use of the recording - that is, not distribute it freely or upload it to uncontrolled platforms
- The recording is not to be used for any other purposes without the written agreement of all persons who participated in the recording

If your planned recording meets this definition of an Archival and/or Reference Recording, it can proceed provided that:

- Cameras and tripods are positioned in the theatre in accordance with *UHT Standard Operating Procedure 058 - Camera Tripods & Show Filming*.
- There is visible signage and/or a pre-show announcement informing audience members that the performance will be recorded.
- All performers involved in the recording have given their written consent to be recorded ([see sample release at the end of this document](#)). Any performers under the age of 18 must have a parent/guardian sign on their behalf.

**For further advice, or any questions, contact the UHT Production Coordinator.**

## Recording for Commercial / Public Communication Purposes

If you plan to publicly communicate (i.e. make available to the public via social media, file sharing, DVD, streaming service, etc.) the recording you make of your production, there are many additional considerations you must make.

These considerations should be made for any of the following intentions:

- Making any section or the entirety of a *visual* recording of a performance available to the public through any means, whether for free or at a cost
- Making any section or the entirety of an *audio* recording of a performance available to the public through any means, whether for free or at a cost
- Any “super cuts” or edited highlights clips of a performance made available to the public through any means, whether for free or at a cost

### Consider the Licensing Agreement

If you have licensed an existing play or musical from a rights holder, you are most likely prohibited from making any distributable recording of the performance. Check your license agreement carefully before going ahead with any recording.

If your production is an original work but includes existing songs you have licensed from a rights holder, you may be prohibited from making any distributable recording of the section of the performance containing that song. Remember that licensing a song for use in your performance does not automatically include a licence for the sharing of recordings of that performance. When music works are included in a video you create, you may need to acquire a separate set of rights called *Synchronisation Rights* in order to have music ‘synchronised’ with video. These are complex and typically have to be negotiated directly with the copyright holder of a musical work.

Some types of music licenses – such as those granted to Dance Schools that cover their performances – may include *limited* permissions for the filming and sharing of performances with students. Check your music license agreement carefully before going ahead with any recording.

### Consider the writer and/or composer

If your production is a new work and the writer/composer are on your team, consider whether they have given permission for recordings to be made and distributed of their work. The creator/s of a work will have certain ‘implicit’ rights, called *moral rights*, that are owed to them automatically, such as the way in which they are credited and whether the recording properly represents their work as they intended it. Depending on how the writer/composer has been engaged, you need to consider who owns the work and therefore has the right to

make it publicly available and, if you intend to make it available for a cost, who is entitled to those earnings. These considerations should be covered in the form of a written agreement between the writer/composer and the person making the recording. This can be complicated, so speak to UHT for advice.

### **Consider the performer**

Just like when making a recording for archival/reference purposes, you need to seek permission from the performer/s involved to make and distribute that recording. Because a performer may be considered to 'own' their performance in a work, they have to agree to specific conditions in order for you to make a recording of their performance public – much like how the writer/composer needs to give permission. This permission should be sought in the form of a written agreement between the person making the recording and the person/s in the recording. For Sample Agreements and guidance, contact UHT.

**If you have been through the above considerations and obtained the necessary written licenses and permissions, then in order to proceed with recording your performance you must ensure:**

- Cameras and tripods are positioned in the theatre in accordance with *UHT Standard Operating Procedure 058 - Camera Tripods & Show Filming*.
- There is visible signage and/or a pre-show announcement informing audience members that the performance will be recorded.

**For further advice, or any questions, contact the UHT Production Coordinator.**

### **Indigenous Cultural and Intellectual Property Rights (ICIP Rights)**

If you intend to create or deal with a work that includes or refers to Indigenous objects, knowledge or works, ICIP Rights should be considered. The term ICIP Rights refers to Indigenous peoples' rights to their cultural heritage, which includes songs, music, dances, stories, ceremonies, symbols, languages, and designs.

Permission should be obtained from the traditional owners of the ICIP before using it. The traditional owners should be consulted on how the community will be attributed and given the opportunity to approve the way in which the material is used (Arts Law Centre, 2022).

For more information and guidance, the Australia Council for the Arts has developed [Protocols for using First Nations Cultural and Intellectual Property in the Arts](#).

## PERFORMERS' CONSENT FOR ARCHIVAL RECORDINGS

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I, the undersigned, give permission for **\*STUDENT THEATRE GROUP NAME\*** to create a recording of my performance in **\*PRODUCTION NAME\*** at **\*VENUE NAME\*** on **\*RECORDING DATE\*** for the express purposes of creating an archival and/or reference recording only, as defined in the Live Performance Award 2020.

PRINT NAME	SIGNATURE	DATE