FREQUENTLY ASKED QUESTION
CAN I HIRE A DJ TO PLAY MUSIC AT A PARTY I'VE ORGANISED AT STOREY HALL?

The key factor of the music licence is the purposes for using, reproducing or recording of musical works. The requirement of any use of music under this licence is that the purpose of the use must be either educational purposes, or fall within the definition of university event as determined by the Music Licence.

DEFINITION

Educational Purposes means the sole purpose of using in connection with a particular course of instruction or course of study and/or research of the participating University, including the necessary administration and assessment of that course of instruction or study, but not including commercial activities and commercial research.

University Event means an event at the participating University (or some other venue) organised or authorised by the participating University including live musical performances by Students or Staff.

The second key factor of the Music Licence is that the performance right excludes the playing/performance of musical works where the venue has been hired to a third party, staff member or student for a purpose that is not deemed to be educational or a university event. The music licence also prohibits the playing/performance of musical works where the venue has been fired for a fee or the performance of the musical works / sound recordings is connected with a door entry fee or box office fee.

A final end of year party would not fall within the definition of an official university event, or educational purposes. A party held as party for orientation week would also fall outside of the definition of university event and/or for educational purposes.

The Guide to University Events (PDF) provides detailed information on the performance of musical works for educational purposes or as part of a university event. Please read the guide carefully before performing musical works. [http://www.rmit.edu.au/copyright/music_licence](http://www.rmit.edu.au/copyright/music_licence).

The following acts are expressly prohibited under the licence. As a user of this licence you must not undertake or direct others to undertake the following:

- The performance right excludes the playing/performance of musical works where the venue has been hired to a third party, or staff member or student for a purpose that is not deemed to be educational or a university event.

- A fee cannot be charged for the performance.

- The licence excludes the performance of a Grand Right Work in its entirety.

- The licence excludes the performance of a Choral work of more than 20 minutes in duration.

- The licence excludes the performance of an Opera, musical play, ballet, review or pantomime in its entirety.

- The licence excludes the performance of a musical work in whole or part in a dramatic context.
• The licence excludes the performance of any musical work or associated words as to burlesque or parody the work.

• The licence excludes the performance of any musical work or sound recording with any new or substituted lyrics.

• Recordings used must not be made from copies of works that would be considered an illegal or pirate copy of a work.

• Musical works downloaded from online music sites are prohibited from use. Online music sites provide a contract between the user of the site [you] and the distributor of the music [music site owner]. This contract is binding between yourself and the music distributor. The contract for the online music site will prohibit you from using musical works under this licence. The contract for the online music site is a contract between you and the music site, not the University and the music site. The Music Licence is between the University and the Music Societies. All musical works used must be obtained lawfully.

GETTING ADVICE

The Copyright Management Service is a University Wide advice and permissions service for RMIT Staff. The Service provides copyright advice and permission seeking services to all RMIT Staff. copyright@rmit.edu.au