

Performers' Rights

- 1** When you perform a musical, literary, dramatic, poetic or other kind of artistic work you **automatically have rights in your performance**. These rights are similar to copyright and **you do not have to register them**. The work you perform does not have to be in copyright. You can permit (or refuse) the recording, broadcast or streaming of your performance, and the copying, sale or rental of a recording of your performance.
- 2** You have the right to '**equitable remuneration**' (to be paid) for your performance, or for the playing in public or broadcast of commercially produced sound recordings of it. What you are paid may be collectively negotiated by your trade union or similar.
- 3** You can 'sell' or 'license' your rights (except for your right to 'equitable remuneration' which cannot be transferred). Selling is known as an assignment, and has to be done with a signed written agreement. An **assignment** permanently transfers some or all of your rights to someone else. A **licence** gives permission to someone to use their recording of your performance in a specified way but you keep your rights in the performance.
- 4** When you make a recording for a record or film company or broadcaster you are usually required to assign your rights either in exchange for a **one-off fee** (usually the case for non-featured artists) or for a **royalty** based on sales or profits (in the case of featured artists). Part of any royalty may be paid in advance and further uses of the recording may attract other payments.
- 5** You have the **moral right** to be identified as the performer of a work and to object to any recording which has been distorted or modified in a manner that harms your reputation. You may not assign/license these rights but you can waive them. Some exceptions also apply.
- 6** In most cases, your rights last for **70 years** from the date of the performance or from the first commercial release, whichever comes later. **Special rules** giving extra rights to performers also apply to older commercial sound recordings.

This document is an introduction to the rules that apply in the United Kingdom and does not purport to offer legal advice. Some special cases apply and in case of doubt appropriate advice should be taken.

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