

# Sound Recording

- 1 This code deals specifically with rights in **sound recordings**. The copyright in a “sound recording” is **completely separate** from the copyright in any work or performance which is used to make the recording.
- 2 A sound recording can be of something which is itself **copyright** (such as a modern song, literature or podcast), **out of copyright** (such as a Mozart composition or Shakespeare play) or **non-copyright** (such as birdsong or a steam train).
- 3 When you make a sound recording it attracts copyright **immediately**. The recording can use any process, analogue or digital, that can reproduce the sound, but it must not be a copy.
- 4 The **initial owner** of the copyright is whoever makes the necessary arrangements for the recording. This could be simply yourself with your phone or could be a producer who hires session musicians and a studio. If you make a recording as part of your employment then you probably have an **agreement to assign** rights to your employer.
- 5 If you **record a performance** and any work being performed, then you need permission from the performer and from whoever owns the copyright in what is performed. These **permissions** may involve negotiated contracts or licence arrangements operated by collective management organisations on behalf of the rights owners.
- 6 To **play a recording in public**, or to make a copy of it, permission is needed from whoever looks after the rights of both the recording and what was recorded. Broadcasting and performance rights in sound recordings and underlying works are usually **managed by a collecting society** on behalf of music publishers, record companies and performers.
- 7 If you want to incorporate a short extract or **sample** from a recording into something of your own you **must** get permission from the owner of any copyrights even if you only wish to use a single note.
- 8 Copyright in a published sound recording **lasts for 70 years** calculated from the year of release (different rules apply if the recording is not released). It is likely that the recording copyright will expire at a different time to copyright in what is recorded. There are many additional rules associated with the duration of copyright for recorded performances such as a ‘use it or lose it’ clause, and a session musicians fund.

**See also:** *Copyright Basics, Music, Moral Rights and Performers’ Rights*

This document is one of a series of introductions to the rules that apply to most copyright works in the UK 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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