

COPYRIGHT ESSENTIALS

Knowledge Toolkit



THE IVORS
ACADEMY

COPYRIGHT ESSENTIALS

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INTRODUCTION

[Copyright](#) is the foundation of how songwriters and composers earn money from their creative work. In the UK, copyright protection is automatic (the moment you write an original song or composition, you own the copyright). There's no registration system to navigate or forms to file. This copyright gives you exclusive control over how your music is used, allowing you to generate income when others want to perform, record, broadcast or stream your songs.

Understanding copyright means recognising that in music, we're dealing with two separate copyrights:

- The copyright in the song/composition itself (which can be called publishing rights).
- The copyright in any recording of that song (often referred to as 'master rights' or recording rights).

As a songwriter or composer, you're primarily concerned with the song copyright. This is your intellectual property, the melody, lyrics, and musical composition that can be performed by anyone but belongs to you.

The UK copyright system provides songwriters with a bundle of exclusive rights that last for your lifetime plus 70 years. These rights allow you to control reproduction, distribution, performance, communication, adaptation and making available of your work. In practice, the music industry groups these into mechanical rights (covering reproduction and distribution) and performing rights (covering performance and communication). Understanding these distinctions helps you navigate how different uses of your music generate different types of income through various licensing routes.

COPYRIGHT FAQs

Do I need to register my songs for copyright protection in the UK?

No, you don't need to register your songs for copyright protection in the UK. Copyright protection is automatic the moment you create an original song or composition in a tangible form (whether that's written down, recorded, or stored



digitally). This differs from the US system, which has a formal registration process through the Copyright Office.

While registration isn't required, it's good practice to keep evidence of when you created your songs. Date your manuscripts, keep demo recordings, and maintain records of your creative process. This documentation can be valuable if you ever need to prove ownership or creation date.

How does UK copyright law differ from the US system for songwriters?

The UK and US systems have several key differences. The UK provides automatic copyright protection with no registration system, while the US has a formal registration process that provides additional legal benefits in disputes.

In the US, consent decrees regulate how [ASCAP and BMI](#) operate, which doesn't exist in the UK where [PRS](#) operates more freely. The US has compulsory mechanical licences with rates set by judges, while UK rates are typically negotiated. The US also has multiple PROs (ASCAP, BMI, SESAC, GMR, AllTrack) compared to the UK's single society, PRS. Additionally, US copyright law includes specific limitations, such as terrestrial radio not paying performance royalties to record labels (something unthinkable in the UK market).

You can find out more in The Ivors Academy career guides - [Introduction to collective licensing](#) and [Performance rights guide](#).

As a UK songwriter, how long does my copyright protection last?

In the UK, copyright in your songs lasts for your lifetime plus 70 years after your death. This means your songs remain protected assets that can benefit your estate and heirs for generations. The 70-year period begins on 1 January following the year of your death.

For co-written songs, the copyright lasts until 70 years after the death of the last surviving co-writer. After this period expires, your songs enter the public domain, meaning anyone can use them without permission or payment. This duration applies throughout the European Union as well, though other territories may have different terms, for instance, some countries have life plus 50 years.



What rights do I automatically have as a songwriter under UK law?

As a songwriter or composer, you automatically receive a bundle of exclusive rights the moment you create an original song. These include the right to control:

- **Reproduction:** Making copies of your work.
- **Distribution:** Issuing copies to the public.
- **Performance:** Playing your music in public.
- **Communication:** Broadcasting or streaming your work.
- **Adaptation:** Creating new versions or arrangements.
- **Making available:** Offering your work online interactively.

The music industry typically groups these as mechanical rights (reproduction and distribution) and [performing rights](#) (performance and communication). You also have moral rights, the right to be identified as the author and to object to derogatory treatment of your work. These moral rights cannot be assigned to others, though you can waive them. Understanding these rights helps you recognise how different uses of your music generate income through various licensing routes.

If my song is used without permission in another country, which laws apply?

When your song is used abroad, the copyright laws of that country generally apply. However, international treaties like the Berne Convention ensure UK songwriters receive protection in most countries worldwide. This means your UK copyright is recognised internationally, though the specific rights and remedies available may differ by territory.

PRS has reciprocal agreements with collecting societies globally, allowing them to collect royalties when your songs are used internationally. These foreign societies apply their local laws and licensing schemes, then transfer your royalties back to PRS. For major markets, some writers choose to join local societies directly for faster payment and fewer deductions. If pursuing legal action for unauthorised use, you'd typically need to act under the laws of the country where the infringement occurred.



Are lyrics protected separately from music under UK copyright law?

Yes, lyrics can be protected separately from music under UK copyright law. When you write lyrics, they receive copyright protection as a literary work, distinct from the musical composition. This means:

- If you write only lyrics, you own the copyright in those lyrics.
- If someone else writes music to your lyrics, you each own your respective contributions.
- Lyrics can be licensed independently for uses like printed songbooks or merchandise.
- Digital platforms increasingly need separate lyric licences for display features.

This separation becomes important in collaborations. If you're a lyricist working with a composer, you'll need to agree on ownership splits for the complete song. Industry practice typically treats the finished song as one copyright work for licensing purposes, with agreed percentage shares between all contributors, regardless of whether they contributed words, music, or both.

How does copyright protection differ for classical compositions versus pop songs?

Copyright protection fundamentally works the same for classical compositions and pop songs (both receive automatic protection for the creator's life plus 70 years). However, practical differences emerge in how these rights are managed and exploited.

Classical compositions often involve separate copyrights for the composition itself and any new arrangements or orchestrations. Performance rights are especially important, as classical works generate significant income from concert performances. Unlike pop music, classical composers frequently work on commission, which can affect copyright ownership depending on contract terms.

Classical music also relies more heavily on printed scores, making sheet music rights more valuable. Grand rights for operas and dramatic musical works are handled differently from standard performing rights, typically requiring direct



negotiation rather than blanket licensing through PRS. The moral right of integrity can be particularly relevant for classical composers concerned about how their works are performed or adapted.

What copyright considerations are unique to production music?

Production music (created specifically for use in films, TV, advertising and other media) has distinct copyright considerations. While the fundamental copyright principles remain the same, the business model differs significantly from commercial releases.

Typically, production music composers assign their copyrights to production music libraries under commission agreements, though they usually retain their writer's share of performance royalties. Libraries handle all synchronisation licensing directly, offering pre-cleared music for immediate use. This contrasts with commercial music, where sync licences require separate negotiations with publishers and record labels.

Production music often generates income primarily through performance royalties from broadcasts rather than sync fees, especially for TV usage. Composers may work under blanket agreements, creating multiple tracks for fixed fees plus backend royalties. Understanding these arrangements is crucial before signing with a production music library.

What happens to my copyright when I sign a publishing deal?

When you sign a [publishing deal](#), you'll either assign or license your copyrights to the publisher (the specific arrangement depends on your contract). In a traditional deal, you might assign your copyrights to the publisher for the term of the agreement, though you'll always retain your writer's share (50%) of performance income collected by PRS.

An admin deal typically involves licensing rather than assignment, you retain ownership while the publisher handles registration and collection. In co-publishing deals, you might assign copyright but retain a share of the publisher's income. The key is understanding what rights you're granting and for how long. Most deals



include reversion clauses, meaning your copyrights return to you after a set period or when certain conditions are met. [Always seek legal advice](#) before signing, as these agreements fundamentally affect your rights and income.

The Ivors Academy [Legal Referral service](#) offers Core and Professional members the opportunity to connect with industry-experienced lawyers for guidance on legal matters relating to their professional creative work.

How do I prove I wrote a song if there's a dispute?

Without a registration system in the UK, documenting your creative process becomes essential. Keep dated copies of all drafts, lyric sheets, chord charts, and demo recordings. Digital files with metadata showing creation dates can be particularly useful, as can emails or messages discussing the song's development.

Many songwriters use "poor man's copyright" (posting work to themselves by registered mail and keeping it sealed) though this isn't legally definitive. More reliable methods include depositing copies with your solicitor, using digital timestamping services, or registering with PRS as soon as the work is complete.

Session notes, studio bookings, and co-writer agreements provide strong evidence. If you're co-writing, always complete split sheets immediately after sessions. The key is creating a clear paper trail that demonstrates when and how your song came into existence.

Who owns the copyright when I co-write a song?

In the UK, co-writers jointly own the copyright in their song unless they agree otherwise. Without a written agreement, the law presumes equal shares (two writers each own 50%, three writers each own 33.33%, and so on). This applies regardless of each person's actual contribution.

That's why split sheets are essential. These simple agreements document who contributed what and their agreed ownership percentages. Complete them immediately after writing sessions while everyone's memory is fresh. They should include the song title, date, all writers' names and PRS/MCPS numbers, agreed



splits, and signatures. For reference, Credits Due has a split sheet template that can be accessed [here](#).

Joint ownership means all co-writers must agree before granting licences (except for PRS/MCPS administration). One co-writer can't sync the song or grant exclusive rights without the others' permission. This shared control protects everyone but can complicate exploitation if relationships break down.

What if someone wants to sample or interpolate my song?

As a songwriter, you control whether others can use parts of your composition. An interpolation (where someone replays or re-records part of your melody or lyrics in their new work) requires only your permission (or your publisher's if you've assigned rights). You can negotiate fees and shares in the new composition.

A sample (where someone uses an actual recording containing your song) requires permission from both you as the songwriter and whoever owns that specific recording (usually a record label). Both copyright owners must approve and will negotiate separate fees. There's no legal minimum for sampling; even two seconds requires clearance.

You're free to refuse permission entirely or set your terms. Some writers demand substantial advances, ongoing royalties, or even co-ownership of the new work. Consider each request strategically. A high-profile interpolation might boost your original song's streams and introduce your work to new audiences. Your publisher typically handles these negotiations if you have one.

What are my moral rights as a songwriter and can I lose them?

Moral rights are personal rights that remain with you as the creator, separate from economic copyright. In the UK, songwriters have two key moral rights:

- The right of attribution (to be identified as the author).
- The right of integrity (to object to derogatory treatment of your work).

Unlike copyright, moral rights cannot be assigned or sold to others (they're yours personally). However, you can waive them, and publishers often request this in



contracts. Consider carefully before agreeing to a blanket waiver. You might negotiate specific terms, such as waiving integrity rights only for certain uses like advertising syncs.

These rights last as long as copyright protection and can be exercised by your estate after death. The attribution right must be asserted (you need to request credit). The integrity right protects against distortion or mutilation that would harm your reputation, though normal music industry practices like remixes or edits don't usually qualify as derogatory treatment.

IVORS ACADEMY RESOURCES

[On demand content – David Israelite in conversation](#)

[Career guide - Introduction to copyright](#)

[Career guide - Introduction to collective licensing](#)

[Career guide - What are “performance rights”?](#)

[Career guide - What is PRS?](#)

[Career guide - What are BMI/ASCAP/HMA?](#)

[Career guide - What is “making available” right?](#)

[Career guide - Music publishing](#)

[Industry template contract - Songwriter split sheet template](#)

EXTERNAL RESOURCES

<https://musiccopyrightexplained.com/>

<https://www.prsformusic.com/works/how-copyright-works>

<https://www.gov.uk/copyright>

<https://www.wipo.int/en/web/music>



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