

COMPLETE GUIDE TO THE MUSIC BUSINESS IN
SOUTH AFRICA

COPYRIGHT LAW



AudioVarsity

MUSIC BUSINESS SERIES

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Section 1 — What Copyright Really Means (In Simple Terms)

What copyright is and why it exists

When we talk about copyright, we are talking about **ownership of creative work**. In music, this means ownership of songs, recordings, lyrics, melodies, and even certain arrangements.

Copyright exists to make sure that the person who created something is the one who controls how it is used and, most importantly, **who gets paid when it is used**. It turns creativity into a protected asset that can generate income for many years.

The moment copyright is created (no registration needed)

In South Africa, copyright is governed by the Copyright Act 98 of 1978. The powerful thing most creatives don't realize is this: **you automatically own copyright the moment your work is created and fixed in a form that others can hear or see**.

You do not need to register it first. You do not need to pay for protection. The law protects your music from the very moment it exists as a recording, written lyric, melody, or project file in your DAW.

The difference between an idea and a protected work

Copyright does not protect ideas. If you say, "I have an idea for a love song," that idea is not protected. But the moment you write the lyrics down, record a voice note of the melody, or produce the instrumental in your software, copyright is born.

The work must exist in a **tangible form**. This is why saving project files, voice notes, lyrics, and session exports is more important than most artists realize.

Overview of the Copyright Act 98 of 1978

The Copyright Act 98 of 1978 is the law that protects creative works in South Africa. While the legal language can be complex, the principle is simple: creators have exclusive rights over how their work is copied, shared, performed, sold, or adapted.

This Act gives musicians, producers, and songwriters the legal authority to control the use of their music and to claim payment when it is used by others.

Why most creatives unknowingly give away their rights

Many artists focus on releasing music quickly — uploading to streaming platforms, sharing beats, collaborating in studios — without realizing they are sitting on valuable intellectual property. They often sign agreements, share files, or collaborate informally without understanding ownership.

Copyright is where the long-term value of music lives, not just in performances or once-off payments. The sooner a creative understands this, the more carefully they will handle collaborations, contracts, and registrations that protect their work.

Section 2 — The Two Copyrights in Every Song

Musical composition copyright (the song)

Every piece of music begins as a **composition** — the melody, lyrics, chord progression, and structure that make the song what it is. This is the copyright that belongs to the songwriter and composer.

Even if the song is never recorded in a studio, the composition itself is already protected because it exists as a creative work. This is the copyright that earns publishing and performance royalties over time.

Sound recording copyright (the master)

Once the song is recorded, a **second copyright** is created — the sound recording, often called *the master*. This is the specific recorded version of the song that people hear on radio, streaming platforms, or CDs. The master copyright usually belongs to whoever paid for and controlled the recording process, which could be the artist, a producer, a studio, or a record label.

Who owns what: producer, artist, songwriter, studio

This is where confusion begins. The songwriter may own the composition, while the artist or producer may own the master. A studio does **not** automatically own the music simply because it was recorded there. Ownership depends on agreements made before or during the recording. Without clear agreements, disputes often arise later when money starts coming in.

Real-world example of how one song has multiple owners

Think of one song played on the radio. The songwriter earns money because their composition is being performed publicly. At the same time, the owner of the master recording earns money because that specific recording is being broadcast. Two different copyrights. Two different income streams. One song.

This is why you will often hear that publishing and master royalties are paid separately — they come from two different copyrights within the same piece of music.

Why this is the biggest confusion in the SA music industry

Many South African artists believe that if they recorded the song, they own everything. Others believe that if they wrote the lyrics, they own everything. Both are wrong. A song is made up of **two legal properties** working together. Failing to understand this is the main reason producers, artists, and songwriters fight over ownership years after a song becomes successful.

Section 3 — Who Owns the Song? (Songwriters, Composers, Arrangers)

Composer vs author vs arranger

In copyright terms, different creative roles can exist inside one song.

- The **composer** is the person who creates the melody and musical structure.
- The **author** is the person who writes the lyrics. Sometimes this is the same person, and sometimes it is not.
- An **arranger** is someone who adapts or restructures the music, but this does not automatically make them an owner of the song unless the arrangement is considered a significant creative contribution and agreed upon as such.

Understanding these roles is important because copyright ownership follows creative contribution, not who was present in the studio.

Split ownership when multiple people write a song

When two or more people contribute to writing a song, they become **joint owners** of the composition copyright. This means each person owns a percentage of the song. These percentages are called **splits**. There is no automatic rule that says everyone owns equal shares — the split must be discussed and agreed upon by the writers.

If this discussion does not happen early, problems arise later when the song starts generating income.

The importance of split sheets from day one

A split sheet is a simple document signed by everyone involved in writing the song. It clearly shows who contributed and what percentage of the song each person owns. This document becomes extremely important when registering the song with royalty collection organizations and when disputes arise.

Many artists skip this step because they are excited about creating music, not paperwork. Unfortunately, this small document can prevent years of legal arguments.

Common ownership disputes and how to avoid them

Most ownership disputes happen because nothing was written down. Friends collaborate informally. Producers add musical ideas without discussing ownership. Writers assume they will “sort it out later.” Then the song becomes successful, and everyone suddenly remembers their contribution differently.

These disputes can be avoided by having clear conversations and simple written agreements from the very first day. In music, clarity at the beginning protects relationships at the end.

Section 4 — Who Owns the Master Recording?

The role of the producer

A producer often plays a major creative and technical role in shaping how a song sounds in its recorded form. However, being a producer does **not automatically** make someone the owner of the master recording.

Ownership depends on what was agreed before or during the recording process. If the producer was paid a once-off fee, they may have no ownership. If they invested time, resources, or money without clear terms, ownership can become a grey area.

This is why producer agreements are so important.

The role of the recording studio

Many artists believe that because a song was recorded in a studio, the studio owns part of the music. This is not true. A studio provides a service — equipment, space, and technical assistance.

Unless there is a written agreement stating otherwise, the studio does **not** own the master recording. Payment for studio time is not the same as giving away ownership.

Independent artist vs signed artist ownership

For independent artists, the master recording usually belongs to the artist because they funded and controlled the recording. For signed artists, the situation is different. Record labels often pay for the recording, marketing, and distribution. In return, they usually own the master recording, sometimes for many years.

This is one of the biggest trade-offs in record deals: funding in exchange for ownership.

Work-for-hire vs collaboration

If someone is hired and paid specifically to perform a task — such as recording vocals, playing an instrument, or engineering the session — this is considered **work-for-hire**.

In this case, the person does not own the master. But if two or more people come together as collaborators without clear roles and agreements, they may all have claims to ownership.

Clear agreements turn confusion into clarity.

Why many artists lose their masters without knowing

Artists often focus on finishing and releasing the song without discussing who owns the master. They assume ownership without confirming it in writing. Later, when the song earns money or gets licensed for media, disputes arise. By then, it is much harder to fix.

Understanding master ownership from the beginning protects artists from losing control of their recordings and the income that comes from them.

Section 5 — Copyright in Beats, Samples and Loops

Are FL Studio loops copyrighted?

Many producers assume that because loops come with software, they are free to use in any way. Most stock loops included in DAWs like FL Studio are **royalty-free for music production**, meaning you can use them in your songs without paying extra.

However, this does not mean you own the loop itself. You cannot resell it as your own sample pack or claim authorship of the original loop. You are allowed to use it as part of a new musical work.

Understanding the license of the sounds you use is just as important as understanding copyright.

Using YouTube beats legally

Rapping or singing over a beat found on YouTube does **not** automatically give you the right to release that song commercially. Many beats on YouTube are protected works. Unless you have a license from the producer — whether free, leased, or exclusive — you do not have the legal right to distribute the song on streaming platforms.

This is one of the most common copyright mistakes upcoming artists make.

Sampling other songs — what the law says

Sampling is the act of taking a portion of an existing sound recording and using it in a new song. Legally, this requires permission from **two** owners: the owner of the composition and the owner of the master recording. Without both permissions, the sample is illegal, even if it is only a few seconds long.

There is no “safe number of seconds” you can use without permission. That is a myth.

Beat leasing vs exclusive rights

When a producer leases a beat, they are giving multiple artists the right to use the same instrumental under certain conditions. The producer still owns the beat.

When an artist buys exclusive rights, the producer agrees not to lease or sell that beat to anyone else again. However, even exclusive rights do not always mean full ownership of the composition unless clearly stated in the agreement.

Reading and understanding beat licenses is critical for both producers and artists.

Legal risks producers face daily without knowing

Producers often download sounds, samples, and loops from the internet without checking their licenses. They may sample songs casually or recreate melodies too closely to original works. These actions can lead to copyright claims, removed songs from streaming platforms, or even legal action.

Being creative is important, but being legally aware protects your music career from avoidable problems.

Section 6 — Copyright and Performing Rights (SAMRO)

What the Southern African Music Rights Organisation (SAMRO) does

The Southern African Music Rights Organisation (SAMRO) is responsible for collecting **performance royalties** on behalf of songwriters, composers, and music publishers in South Africa. Whenever your song is played in public — on radio, TV, at events, in malls, restaurants, or live venues — SAMRO ensures that you, as the creator of the composition, get paid.

SAMRO does **not** deal with the master recording. Their focus is the **songwriting copyright**.

How performance royalties are generated (radio, TV, live shows)

Every time music is performed publicly, money is generated. This includes

- Radio airplay,
- Television broadcasts,
- Live concerts,
- Background music in shops, and even
- Music played at events.

Businesses and broadcasters pay license fees to SAMRO for the right to play music. SAMRO then distributes this money to the registered songwriters and publishers whose music was performed.

If your song is being played and you are not registered, that money cannot reach you.

Why registering with SAMRO is not optional

Many artists delay registering with SAMRO because they think they are “still small” or “not on radio yet.” The truth is, the moment your music is performed anywhere publicly, you are entitled to royalties. Without SAMRO registration, you are invisible in the royalty system.

Registration is not for famous artists. It is for **anyone who writes songs**.

Cue sheets and live performance royalties

A cue sheet is a document used mainly in television and film that lists all the music used in a production. This document is sent to SAMRO so that the correct composers can be paid. For live performances, setlists and performance reports help track which songs were played.

Proper reporting ensures that the right people receive the right payments. Without documentation, royalties are easily lost.

Section 7 — Copyright and Mechanical Rights (CAPASSO)

What the Composers Authors and Publishers Association (CAPASSO) does

The Composers Authors and Publishers Association (CAPASSO) is responsible for collecting **mechanical royalties** for songwriters and publishers in South Africa. These royalties are generated when music is **reproduced** — such as on streaming platforms, downloads, CDs, and other digital copies. While SAMRO focuses on public performance, CAPASSO focuses on the copying and distribution of the composition.

Again, this is about the **song**, not the master recording.

Mechanical royalties from streaming and sales

Every time your song is streamed on platforms like Spotify, Apple Music, or YouTube Music, two things happen: the master recording earns money, and the composition earns money. CAPASSO collects the composition portion of that income when your music is mechanically reproduced through streams, downloads, or physical sales.

If you are only registered with SAMRO and not CAPASSO, you are leaving money behind.

Why artists miss out on streaming money

Many artists believe that the distributor handles all royalties. Distributors pay master royalties to the owner of the recording, but they do **not** handle composition royalties. Without CAPASSO registration, the mechanical portion of your streaming income has nowhere to go.

This is one of the biggest hidden income losses for South African songwriters.

The relationship between SAMRO and CAPASSO

SAMRO and CAPASSO work together but collect different types of royalties for the same composition. SAMRO collects when the song is performed publicly. CAPASSO collects when the song is reproduced. For a songwriter to earn fully from their work, they must be registered with **both** organizations.

Understanding this partnership is key to understanding how songwriting income really works.

Section 8 — Copyright and Master Rights (RISA & Labels)

The role of the Recording Industry of South Africa (RISA)

The Recording Industry of South Africa (RISA) represents the interests of record labels and the recorded music industry in South Africa. While RISA itself does not pay royalties to artists, it plays an important role in protecting and managing the interests of **master recording owners** and works closely with digital platforms, anti-piracy efforts, and industry standards that affect how recorded music earns money.

RISA's focus is on the **sound recording side** of copyright.

Master royalties from streaming platforms

When a song is streamed on Spotify, Apple Music, or YouTube, part of the money goes to the owner of the master recording. This is known as a **master royalty**. These royalties are paid through distributors or record labels to whoever owns the master.

This income is completely separate from songwriting (publishing) royalties collected by SAMRO and CAPASSO.

How labels control master income

In many record deals, the label pays for recording, marketing, and distribution. In return, the label usually owns the master recordings. This means all master royalties first go to the label, and the artist is paid according to the terms of their contract.

Artists often do not realize that signing a record deal can mean giving up ownership of their recordings for many years.

Independent distribution and master ownership

Independent artists who fund and manage their own recordings usually keep full ownership of their masters. By using distributors, they can place their music on streaming platforms while still remaining the legal owner of the recording. This gives them full control over licensing, usage, and income from their music.

Owning your master means owning the recorded version of your work for the long term.

Section 9 — Copyright in the Digital Age

YouTube Content ID and copyright claims

Platforms like YouTube use systems such as Content ID to automatically detect copyrighted music inside videos. When your song is uploaded by someone else, the system can recognize it and either block the video, track it, or monetize it on your behalf. This only works properly when your music is correctly distributed and registered with accurate metadata.

If your data is wrong or missing, the system cannot identify you as the rightful owner.

TikTok, Instagram, Facebook usage rights

Social media platforms like TikTok, Instagram, and Facebook have music libraries and licensing agreements that allow users to add music to content. When your music is properly delivered to these platforms through distributors, you can earn royalties when people use your sound in their posts.

But if someone uploads your song manually without authorization, that becomes a copyright issue.

Distributors and what rights they do *not* take

Digital distributors help you place your music on streaming and social platforms, but they do **not** take ownership of your copyright. They act as middlemen between you and the platforms. You still own your master recording and your composition unless you have signed those rights away elsewhere.

Many artists mistakenly believe distributors “own” their music. They do not.

Metadata: the hidden key to getting paid

Metadata is the information attached to your song — songwriter names, producer names, ISRC codes, titles, and ownership details. This information tells digital systems who to pay. If metadata is incorrect or incomplete, royalties can be delayed, misdirected, or lost entirely.

In the digital age, accurate metadata is just as important as the music itself.

Section 10 — Contracts That Affect Your Copyright

Recording contracts

A recording contract usually deals with the **master recording**. When an artist signs with a record label, the label often funds the recording, marketing, and distribution. In exchange, the label typically owns the masters for a set number of years — sometimes indefinitely. This means the label controls how the recording is used and earns from it, while the artist is paid according to the contract terms.

Understanding this before signing is critical because master ownership is long-term power.

Publishing contracts

A publishing contract deals with the **composition** — the song itself. A music publisher helps songwriters collect royalties, pitch songs for placements, and manage rights. In return, the publisher takes a percentage of the songwriting income. Some publishing deals may even take partial ownership of the composition.

This directly affects how much of your songwriting income you keep.

Producer agreements

Producers contribute creatively and technically to recordings, but ownership depends on what is written in the agreement. A producer agreement can specify whether the producer is paid a once-off fee, earns a royalty percentage, or shares ownership in the master or composition.

Without this agreement, misunderstandings and disputes are almost guaranteed when the song becomes successful.

Work-for-hire agreements

A work-for-hire agreement states that someone is being paid to perform a service and will not own any part of the copyright. This is common for session musicians, engineers, and hired vocalists. Once they are paid, they have no ownership claim to the song or recording.

This protects the primary creators from future ownership disputes.

Clauses creatives sign without understanding

Many creatives sign contracts without reading or understanding important clauses related to ownership, duration, royalties, and rights transfer. Words like *in perpetuity*, *exclusive rights*, and *assignment of rights* have serious legal meanings. These clauses can result in artists losing control of their music for life.

Taking time to understand contracts is not optional — it is part of protecting your creative property.

Section 11 — Copyright for Churches, Events, and DJs

Why churches legally need music licenses

Churches often play and perform copyrighted music during services, conferences, and events. Even though this is done in a worship setting, it is still considered a **public performance** under the Copyright Act 98 of 1978. This means the church must have the correct licenses in place so that songwriters can be paid when their music is used.

This is not about profit — it is about respecting the legal rights of creators.

DJs playing music in public spaces

When DJs play music at clubs, weddings, festivals, or corporate events, they are performing copyrighted music publicly. The responsibility for licensing usually lies with the venue or event organizer, who must ensure the correct music licenses are in place. Without these licenses, the music is being used illegally, even if the DJ legally purchased the tracks.

Buying music is not the same as having the right to perform it publicly.

Event organizers and copyright responsibility

Event organizers often focus on logistics, artists, and ticket sales, forgetting that music licensing is part of legal compliance. Any event where music is played to an audience requires the proper permissions. Organizers must ensure that venues are licensed and that music usage is properly reported where necessary.

Ignoring this can lead to fines and legal complications.

Blanket licenses and performance reporting

Organizations like the Southern African Music Rights Organisation offer blanket licenses that allow venues, churches, and event spaces to legally play music throughout the year. However, for royalties to reach the correct songwriters, performances and setlists should still be reported where possible.

Proper reporting ensures that the right creators are paid for the use of their work.

Section 12 — Protecting Your Work From Day One

Documenting your work properly

From the very first idea, get into the habit of documenting your creative process. Save lyrics, session files, voice notes, drafts, and exported mixes. These are not just working files — they are **evidence** that you created the work. Good documentation can protect you if ownership is ever questioned.

Creative work leaves a trail. Keep that trail.

Email proof, project files, timestamps

Simple actions like emailing yourself a demo, keeping dated project folders, and storing time-stamped exports can help prove when a song was created. Digital timestamps on files, emails, and cloud backups become very useful if disputes arise later.

You don't need complicated systems. You just need consistent habits.

Registering works with SAMRO & CAPASSO

After creating your song, register the composition with the Southern African Music Rights Organisation and the Composers Authors and Publishers Association. This ensures that when your music is performed or streamed, there is a system in place to track and pay you.

Creation gives you copyright. Registration helps you **get paid** from that copyright.

What to do when someone steals your song

If you discover that someone has used your music without permission, stay calm and gather evidence first. Compare files, dates, and proof of creation. In many cases, a formal notice or legal letter is enough to resolve the issue. Because copyright exists automatically, you already have legal protection on your side.

Preparation and documentation make it much easier to defend your work.

Section 13 — Common Copyright Myths in South Africa

“If it's on YouTube, it's free to use”

Seeing a song on YouTube does not make it free to use. YouTube is a platform where copyrighted content is shared under strict licensing systems. Unless you have permission from the copyright owner, using that music in your own content can result in copyright claims, blocked videos, or loss of monetization.

Availability does not equal permission.

“I paid for the beat, so I own it”

Paying for a beat often means you purchased a **license to use** it, not ownership of the composition. In many cases, producers lease the same beat to multiple artists. Unless you have a clear exclusive agreement that transfers ownership, the producer still owns the original work.

A receipt is not the same as copyright ownership.

“We didn’t sign anything, so we’re equal owners”

When collaborators do not sign agreements, ownership does not magically become equal. The law looks at creative contribution, not assumptions. Without a split sheet or written agreement, disputes are almost guaranteed because everyone remembers the session differently once money is involved.

Silence does not create fairness. Clarity does.

“Small artists don’t need to worry about copyright”

Many creatives think copyright only matters when they become famous. The truth is, copyright matters **before** success. By the time a song becomes popular, it is often too late to fix ownership mistakes. Protecting your rights early ensures that if success comes, you are ready for it.

Copyright is not for big artists. It is for **serious** artists.

Section 14 — Real Case Scenarios from the SA Music Industry

Disputes between artists and producers

A common scenario in South Africa is where a producer creates a beat, an artist records on it, and no agreement is signed. The song later becomes popular, and both parties claim ownership of the master and the composition. Because nothing was documented, the dispute becomes complicated, emotional, and sometimes legal.

Clear agreements at the start would have prevented the conflict entirely.

Lost royalties due to wrong registrations

There are many cases where songs receive radio play and streams, but the songwriter never gets paid because the work was not correctly registered with the Southern African Music Rights Organisation or the Composers Authors and Publishers Association. In some cases, names are misspelled, splits are incorrect, or the song was never registered at all.

The music is working. The system just doesn't know who to pay.

Publishing vs master income examples

An artist may think their distributor payments are the full income from their song, not realizing that publishing royalties are sitting unclaimed elsewhere. Meanwhile, the owner of the master recording earns separately from streams and licenses. These two income streams often go to different people, depending on ownership.

Understanding both sides of copyright reveals income many creatives never knew they were missing.

Lessons upcoming artists must learn early

The biggest lesson from real industry scenarios is this: problems do not come from bad intentions, but from lack of knowledge. Most disputes, lost money, and broken relationships in the music industry happen because creatives did not understand copyright early in their careers.

Learning these lessons at the beginning saves years of regret later.

Section 15 — The Audiovarsity Copyright Checklist

Split sheet completed

Before the excitement of release, make sure every person who contributed to writing the song has agreed on their percentage ownership in writing. A signed split sheet removes confusion and becomes the reference point for registrations, royalties, and future discussions.

No split sheet, no clarity.

Beat license confirmed

If you used a beat from a producer, confirm the exact terms of the license. Is it leased or exclusive? What rights do you have to distribute, monetize, or perform the song? Keep a copy of this agreement safely stored with your project files.

Using a beat without clear permission is a legal risk.

SAMRO registration done

Register the composition with the Southern African Music Rights Organisation so that you can earn performance royalties from radio, TV, live shows, and public use. This ensures the system can identify you as the rightful songwriter.

If SAMRO doesn't know the song, SAMRO can't pay you.

CAPASSO registration done

Register the same composition with the Composers Authors and Publishers Association so you can earn mechanical royalties from streams, downloads, and digital reproductions. This completes the royalty picture for your songwriting income.

Without CAPASSO, streaming money for the composition is lost.

Metadata correctly captured

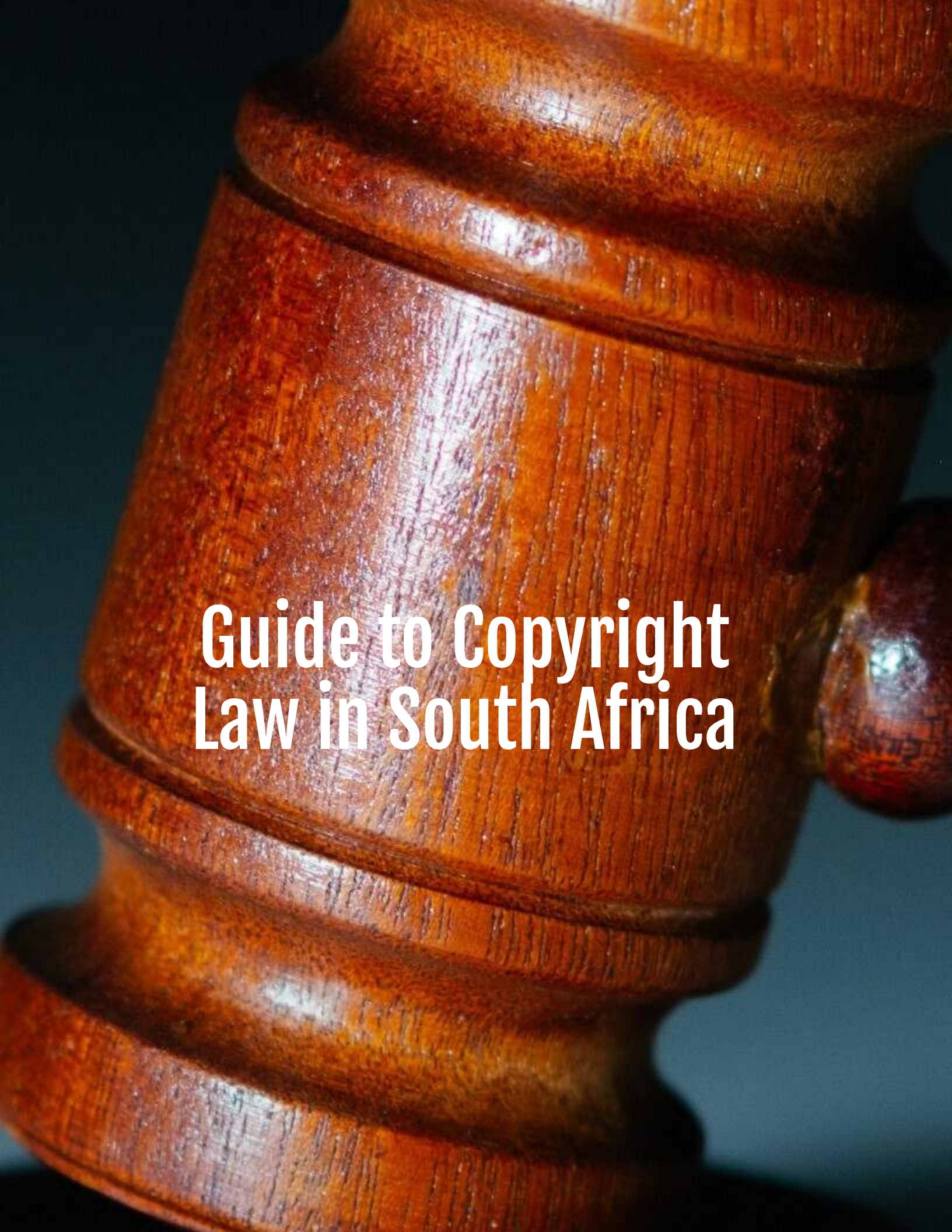
When uploading your song through a distributor, ensure all songwriter names, titles, and ownership details are correct. Accurate metadata is what allows digital systems to track and pay the right people.

Wrong data means wrong payments.

Agreements signed before release

Before the song goes public, confirm that all agreements — producer terms, collaborations, licenses, and ownership discussions — are finalized and signed. Once the song is released and becomes successful, it is much harder to fix ownership issues.

Preparation before release protects you after release.



Guide to Copyright Law in South Africa