

Managing Your Rights

How to use APRA's opt out and licence-back facilities

When you join APRA, you assign all of the performing rights in your works to APRA so that APRA can license and enforce those rights on your behalf as efficiently as possible.

From time to time, you may wish to license certain uses of your works yourself rather than through APRA. To do this, you first need to take back the necessary rights from APRA.

You can do this by "licensing back" or "opting out". Which one you use will depend on what you're planning to do with your music. APRA provides various options, explained below.

If you are granting direct licences for the use of your music, APRA will not be collecting licence fees for those uses, and your legal rights and your income could be affected. This is an information sheet only. APRA is happy to answer your questions about licence-back and opt out, but you should obtain your own legal advice.

Complimentary licence for personal website

If you want to offer your own music on your own website, for non commercial purposes (your works are provided free of charge) APRA will grant you a complimentary licence for this purpose.

The application process for a Complimentary licence for personal website is quick, easy and free:

- [Form for APRA Members](#)
- [Form for APRA and AMCOS members](#)

Licence-back options

Licence-back for online non-commercial purposes

If you want to license your music to be made available on a particular website, provided the website is non commercial (there can be no financial benefit in connection with the website, and the website must be run by a not for profit body that isn't publicly funded), APRA will grant you a licence for this purpose. If the online licence you wish to grant does not fall within this definition you should use the general licence-back application process described below.

Forms

- [Request form for a licence-back for online non-commercial purposes.](#)
- [Consent form for a licence-back for online non-commercial purposes.](#)

Licence-back

If you want to enter into a direct licence with someone in Australia to use one or more of your songs, APRA will grant you a licence-back. You will need to tell APRA who you're licensing (either by name, or by description – just enough information so that APRA won't try to license that person as well). APRA will still own the performing rights in the work, and will continue to license all other users.

How do I get a licence back?

- If you are going to license your live performance of your own music, performance by means of films at the cinema, or the communication (broadcast or online) of your music, APRA only requires written notice at least one week before the usage in question.
- For all other uses (live performances of your music by others or performances of recordings of your music) APRA requires at least two weeks' written notice.
- You must provide APRA with the following:
 - a signed consent and indemnity from all interested parties (eg co-writers, publishers)
 - payment of APRA's reasonable costs associated with the transaction (capped at \$200).

Forms

- [Request form for a licence back](#)
- [Consent form for a licence back](#)

Opt out

You can choose to "opt out" of APRA for certain categories of use, for all your works. This will give you complete control of all your works, worldwide, for that type of use. You will be able to grant licences to anyone for that use, on your terms, or you may choose not to license the works at all.

The categories of use are:

- public performance (anything other than broadcast and online)
- broadcasting
- communication to the public other than by broadcasting (such as web streaming)
- live performance (such as at a concert or festival)
- public performance by means of film (cinema)
- public performance other than live performance and cinema (such as background music, fitness centres, and discos or dance parties)
- radio broadcasting
- free to air television broadcasting
- subscription (pay) television broadcasting

If you opt out, APRA will not license any uses of your works in the relevant category, and you won't receive any money from APRA for that use. APRA also will not be able to enforce your rights if someone infringes your copyright.

How do I opt out?

The minimum period to opt out is 12 months. If you want to opt out, you must provide APRA with the following:

- at least 3 months written notice to take effect either on 1 January or 1 July in any year; and
- a signed consent and indemnity from all interested parties (eg co-writers, publishers)
- payment of APRA's reasonable costs associated with the transaction (capped at \$200).

Forms

- [Request form for opt out](#)
- [Consent form for opt out](#)

[Summary of differences between Opt Out and Licence Back \(pdf\)](#)

Further information

For further information or assistance in completing any of the Opt Out, Licence Back, or Non-Commercial Online Licence Back application forms, please contact our Membership Team:

- **Australia:** Greg Morrow on 1800 642 634 or writer@apra.com.au
- **New Zealand:** Petrina George on 0800 692 772 or pgeorge@apra.co.nz

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APRA MEMBERS (WHO ARE NOT PUBLISHED AND NOT AMCOS MEMBERS)

Request for Complimentary Licence for Non-Commercial use on Personal Website

1. REQUEST FOR COMPLIMENTARY LICENCE FOR PERSONAL WEBSITE

I request that APRA grant to me, on a complimentary basis, the non-exclusive right to communicate to the public, by means of digital download or streaming from my Personal Website, for Non-Commercial purposes, the following Works:

Work ID (GW....)	Title of Work/s	Composers/Lyricists
Personal Website URL		

Non-Commercial means that there is no consideration or financial incentive whether directly or indirectly received by me or any other party for the reproduction and/or communication of the Works.

Personal Website means a website the URL of which is owned by me and the primary purpose of which is to make available to the public sound recordings of performances of me or my band.

Works mean the musical works (including any accompanying words) the communication right in which has been assigned by me to APRA pursuant to my APRA membership agreement and the reproduction right in which has been exclusively licensed by me to AMCOS pursuant to my AMCOS membership agreement, and which are listed above.

2. WARRANTIES

I warrant that I will not make available on my Personal Website:

- (a) any Work the subject of a publishing contract with a music publisher; or
- (b) any work of which I am not the author or composer.

3. INDEMNITY

I hereby indemnify APRA against liability for all damages, losses, costs and expenses incurred by APRA arising out of third party claims related to the grant of this non-exclusive licence to me.

I have read and understood the above terms and conditions and agree to the terms of this complimentary licence by indicating my acceptance below.

TYPE THE WORDS "SIGNED BY ME" FOLLOWED BY YOUR FULL NAME :

I ACCEPT

Please note: This application form will only constitute a Licence Agreement when the Applicant receives confirmation from APRA. APRA may refuse to grant a Licence Agreement where the information contained in this application is incorrect or incomplete.

Branch Offices

www.apra-amcos.com.au

NSW/ACT	VIC/TAS	QLD	SA	NT	WA	NZ
16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	Suite 29 8-20 O'Connell Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	Level 1, 29 Cavenagh St. Darwin NT 0801 P: 61 8 8941 0988 nt@apra.com.au	Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au



APRA MEMBERS (WHO ARE NOT PUBLISHED BUT ARE AMCOS MEMBERS)

Request for Complimentary Licence for Non-Commercial use on Personal Website

1. REQUEST FOR COMPLIMENTARY LICENCE FOR PERSONAL WEBSITE

I request that APRA and AMCOS grant to me, on a complimentary basis, the non-exclusive right to communicate to the public and reproduce, by means of digital download or streaming from my Personal Website, for Non-Commercial purposes, the following Works:

Work ID (GW....)	Title of Work/s	Composers/Lyricists
Personal Website URL		

Non-Commercial means that there is no consideration or financial incentive whether directly or indirectly received by me or any other party for the reproduction and/or communication of the Works.

Personal Website means a website the URL of which is owned by me and the primary purpose of which is to make available to the public sound recordings of performances of me or my band.

Works mean the musical works (including any accompanying words) the communication right in which has been assigned by me to APRA pursuant to my APRA membership agreement and the reproduction right in which has been exclusively licensed by me to AMCOS pursuant to my AMCOS membership agreement, and which are listed above.

2. WARRANTIES

I warrant that I will not make available on my Personal Website:

- (a) any Work the subject of a publishing contract with a music publisher; or
- (b) any work of which I am not the author or composer.

3. INDEMNITY

I hereby indemnify APRA and/or AMCOS against liability for all damages, losses, costs and expenses incurred by APRA and/or AMCOS arising out of third party claims related to the grant of this non-exclusive licence to me.

I have read and understood the above terms and conditions and agree to the terms of this complimentary licence by indicating my acceptance below.

TYPE THE WORDS "SIGNED BY ME" FOLLOWED BY YOUR FULL NAME :

I ACCEPT

Please note: This application form will only constitute a Licence Agreement when the Applicant receives confirmation from APRA|AMCOS. APRA|AMCOS may refuse to grant a Licence Agreement where the information contained in this application is incorrect or incomplete.

Branch Offices

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16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	Suite 29 8-20 O'Connell Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	Level 1, 29 Cavenagh St. Darwin NT 0801 P: 61 8 8941 0988 nt@apra.com.au	Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au



NOTICE UNDER ARTICLE 17(j)

Request for Licence Back for Non-Commercial Purposes online

In this document:

Non-Commercial Purposes means:

- (i) that there is no consideration or financial incentive whether directly or indirectly received by any party for the communication or any subsequent use of the Work under any sub-licence; and
- (ii) any sub- licensee is a not for profit entity whose activities are not directed towards commercial advantage and that does not receive public or institutional funding.

Works mean the musical works (including any accompanying words) the communication right in which has been assigned by me to APRA pursuant to the APRA membership agreement and which are listed in clause 1 below.

1. REQUEST FOR LICENCE BACK

I,

PRINT FULL NAME, INCLUDING PSEUDONYM

of

PRINT ADDRESS

having APRA membership number:

APRA MEMBER NO.

request that APRA grant to me the non-exclusive right to license worldwide for Non-Commercial Purposes the right to communicate to the public online the following Works:

Title of Work	Composers/Lyricists	Publisher (if relevant) or administering publisher	Sub Publisher	Performing Right Society (other than APRA, if relevant)

Have you changed your postal address?

Do you require an acknowledgement of receipt of this form?
(Please provide your email address) _____

Branch Offices

www.apra-amcos.com.au

NSW/ACT	VIC/TAS	QLD	SA	NT	WA	NZ
16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	Suite 29 8-20 O'Connell Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	Level 1, 29 Cavenagh St. Darwin NT 0801 P: 61 8 8941 0988 nt@apra.com.au	Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au

NOTICE UNDER ARTICLE 17(j)

Request for Licence Back for Non-Commercial Purposes online

2. DETAILS OF USAGE

- (a) The date on which the licence back will take effect _____
- (b) The period for which the licence back operates _____
- (c) The URL on which the performance(s) of the Work(s) will occur _____
- (d) Any other relevant details _____

3. CONSENT OF INTERESTED PARTIES

I attach the written consent and release from each co-writer, publisher or other person who has assigned any share of the communication right in any of the Work(s) to APRA.

4. COSTS

- (a) I undertake to pay APRA, on receipt of a tax invoice, APRA's reasonable costs (if any), which may be incurred by APRA in connection with and/or arising out of the granting of this licence back.
- (b) I note that the licence back will be ineffective if the payment referred to in (a) above (if any) is not received prior to the date of the first sub-licence.

5. INDEMNITY

I hereby indemnify APRA against liability for all damages, losses, costs and expenses incurred by or awarded against APRA arising out of third party claims related to the grant of the non-exclusive licence to me or any sub-licence by me, including, but not limited to, any claims by persons having an interest in the communication right who have not consented to the grant of the sub-licence.

6. ACKNOWLEDGMENTS

I acknowledge that APRA is not obliged to collect and I am not entitled to receive a royalty allocation or other sums from APRA for communications of the Work(s) by the sub- licensee in relation to which there has been a licence back, whether the communications are in accordance with the terms of the sub-licence or not.

Type the words "SIGNED BY ME" followed by your full name in the box below

Signed _____

Dated _____

Branch Offices							www.apra-amcos.com.au
NSW/ACT 16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	VIC/TAS 3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	QLD PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	SA Suite 29 8-20 O'Connell Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	NT Level 1, 29 Cavenagh St. Darwin NT 0801 P: 61 8 8941 0988 nt@apra.com.au	WA Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	NZ Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au	



NOTICE UNDER ARTICLE 17(j)

Consent to Sub-Licence for Non-Commercial Purposes online

In this document:

Notice means the attached Notice under Article 17(j) being a request from

("Member") for a licence back for Non-Commercial Purposes online;

MEMBER NAME

Non-Commercial Purposes means:

- (i) that there is no consideration or financial incentive whether directly or indirectly received by any party for the communication or any subsequent use of the work under any sub-licence; and
- (ii) any sub- licensee is a not for profit entity whose activities are not directed towards commercial advantage and that does not receive public or institutional funding.

Works means the musical works (including any accompanying words) specified in the Notice.

1. I,

PRINT FULL NAME AND DESCRIPTION OF INTEREST - eg, CO-WRITER, PUBLISHER ETC

hereby consent to the grant by APRA of a non-exclusive licence to Member for the purpose of the grant of a sub-licence by the Member of the right to communicate to the public online for Non-Commercial Purposes referred to in the Notice.

2. I acknowledge that APRA is not obliged to collect and I am not entitled to receive any royalty allocation or other sums for communications of the Work(s) referred to in the Notice, whether the communications are in accordance with the terms of the sub-licence or not.

Type the words "SIGNED BY ME" followed by your full name in the box below

Signed

Dated

Branch Offices

www.apra-amcos.com.au

NSW/ACT	VIC/TAS	QLD	SA	NT	WA	NZ
16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	Suite 29 8-20 O'Connell Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	Level 1, 29 Cavenagh St. Darwin NT 0801 P: 61 8 8941 0988 nt@apra.com.au	Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au



NOTICE UNDER ARTICLE 17(g)

Request for Licence Back

In this document:

Performing Right means the rights to perform in public and communicate to the public (including broadcast) and Performance and Communication have corresponding meanings;

Works means the musical works (including any accompanying words) the Performing Right in which has been assigned by me to APRA pursuant to the APRA membership agreement and which are listed in clause 1 below.

NOTICE PERIOD

This notice must be received by APRA:

- If the sub-licence is for your live Performances of your own works, Performances by means of cinematograph film, or for any Communication, **no later than one week before the first Performance or Communication**
- If the sub-licence is for any other Performance, **no later than two weeks before the date of the first Performance.**

1. REQUEST FOR LICENCE BACK

I,

PRINT FULL NAME, INCLUDING PSEUDONYM

of

PRINT ADDRESS

APRA membership number:

APRA MEMBER NO.

request that APRA grant to me a non-exclusive licence of the Performing Right in the following Works, to the extent necessary for me to grant the sub-licence described in clause 2.

I note that the sub-licence must be in writing, and that the territory of the licence must be within Australia.

Title of Work	Composers/Lyricists	Publisher (if relevant) or administering publisher	Sub Publisher	Performing Right Society (other than APRA, if relevant)

Have you changed your postal address?

Do you require an acknowledgement of receipt of this form?
(Please provide your email address) _____

Branch Offices

www.apra-amcos.com.au

NSW/ACT

16 Mountain Street
Ultimo
NSW 2007
Ph: 61 2 9935 7900
Fax: 61 2 9935 7999
writer@apra.com.au

VIC/TAS

3 & 5 Sanders Place
Richmond
VIC 3121
Ph: 61 3 9426 5200
Fax: 61 3 9426 5211
victas@apra.com.au

QLD

PO Box 1230
Fortitude Valley
QLD 4006
Ph: 61 7 3257 1007
Fax: 61 7 3257 1113
qld@apra.com.au

SA

Suite 29
8-20 O'Connell Street
Nth Adelaide SA 5006
Ph: 61 8 8239 2222
Fax: 61 8 8239 0744
sa@apra.com.au

NT

Level 1,
29 Cavenagh St. Darwin
NT 0801
Ph: 61 8 8941 0988
nt@apra.com.au

WA

Suite 1
12-20 Railway Road
Subiaco WA 6008
Ph: 61 8 9382 8299
Fax: 61 8 9382 8224
wa@apra.com.au

NZ

Unit 113,
21-23 Edwin St
Mt Eden, Auckland
Ph: 09 623 2173
Fax: 09 623 2174
nz@apra.com.au

NOTICE UNDER ARTICLE 17(g)

Request for Licence Back

2. DETAILS OF SUB-LICENCE

You must provide such details of the sub-licence as are reasonably necessary to enable APRA to identify whether a particular person has been granted a sub-licence and whether a particular performance or communication is the subject of a sub-licence, including (as appropriate):

- 2.1 a clear description of the party or parties to whom the sub-licence is to be granted; _____
and
- 2.2 a clear description of the nature of the Performance(s) or Communication(s) the subject of the sub-licence;

- 2.3 as applicable:
 - (a) the date on which the sub-licence will take effect, or (if the licence is for particular Performances or Communications only) the date (or dates) of the Performances or Communications so that APRA can identify the licensed Performances or Communications; _____
 - (b) the period (term) for which the sub-licence operates; _____
 - (c) the territory of the licence, or if the licence is for a Performance sufficient details regarding the geographic location and venue of the Performance to identify whether the licence extends to a Performance, location or venue;

 - (d) where applicable, the broadcasting or on-line service in respect of which the licence is granted;

 - (e) if the licence is for a particular programme or content segment, the name of the programme or content segment in respect of which the licence is granted; _____
 - (f) if the licence is for the Performance of works by means of a cinematograph film, the title of the film in which the work appears. _____

3. CONSENT OF INTERESTED PERSONS

(If applicable) I attach the written consent and release from each co-writer, publisher or other person who has assigned any share of the Performing Right in any of the Work(s) to APRA.

4. COSTS

- (a) I undertake to pay APRA, on receipt of a tax invoice, APRA's reasonable costs, not exceeding \$200, which may be incurred by APRA in connection with and/or arising out of the granting of this licence back.
- (b) I note that the licence back will be ineffective if the payment referred to in (a) is not received prior to the date of the first Performance or Communication under the sub-licence or (in the case of sub-licence related to a Television Broadcast) the date on which the sub-licence takes effect.

5. INDEMNITY

I hereby indemnify APRA against liability for all damages, losses, costs and expenses incurred by or awarded against APRA arising out of third party claims related to the grant of the non-exclusive licence to me or the sub-licence by me, including, but not limited to, any claims by persons having an interest in the Performing Right who have not consented to the grant of the sub-licence.

6. ACKNOWLEDGMENTS

I acknowledge that APRA is not obliged to collect and I am not entitled to receive a royalty allocation or other sums from APRA for Performances or Communications of the Work(s) by the sub- licensee in relation to which there has been a licence back, whether the Performances or Communications are in accordance with the terms of the sub-licence or not.

TYPE THE WORDS "SIGNED BY ME" FOLLOWED BY YOUR FULL NAME IN THE BOX BELOW

Signed _____

Dated _____

Branch Offices							www.apra-amcos.com.au
NSW/ACT 16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	VIC/TAS 3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	QLD PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	SA Suite 29 8-20 O'Connell Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	NT Level 1, 29 Cavenagh St. Darwin NT 0801 Ph: 61 8 8941 0988 nt@apra.com.au	WA Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	NZ Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au	



NOTICE UNDER ARTICLE 17(g)

Consent to Sub-Licence

In this document:

Notice means the attached Notice under Article 17(g) being a request from

MEMBER NAME

("Member") for Licence back;

Performing Right means the rights to perform in public and communicate to the public (including broadcast) and Performance has a corresponding meaning;

Works means the musical works (including any accompanying words) specified in the Notice.

1. I,

PRINT FULL NAME AND DESCRIPTION OF INTEREST - eg, CO-WRITER, PUBLISHER ETC

hereby consent to the grant by APRA of a non-exclusive licence of the Performing Right to Member for the purpose of the grant of a sub-licence by the Member for the Performances referred to in the Notice.

2. I acknowledge that APRA is not obliged to collect and I am not entitled to receive any royalty allocation or other sums from APRA in respect of the Performances referred to in the Notice for any of the works in which I have an interest.

Type the words "SIGNED BY ME" followed by your full name in the box below

Signed

Dated

Branch Offices

www.apra-amcos.com.au

NSW/ACT	VIC/TAS	QLD	SA	NT	WA	NZ
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NOTICE UNDER ARTICLE 17(b)

Request for Opt Out (transfer of ownership back)

In this document:

Performing Right means the rights to perform in public and communicate to the public (including broadcast) and Performance has a corresponding meaning;

Works means the musical and literary works assigned to APRA by the Member pursuant to the membership agreement.

1. REQUEST FOR RE-ASSIGNMENT

I,

PRINT FULL NAME, INCLUDING PSEUDONYM

of

PRINT ADDRESS

having APRA membership number:

APRA MEMBER NO.

request that APRA re-assign to me, with effect from

DATE

(specify date - which must be not less than 3 months after the date of this notice) those categories of the Performing Right indicated in the following boxes, in relation to all of my Works:

- the right to perform in public
- the right to communicate to the public by means of broadcast
- the right to communicate to the public other than by means of broadcast
- the right to perform in public via live means
- the right to perform in public by the exhibition of cinematograph films
- the right to perform in public by means other than live performance and the exhibition of cinematograph films
- the right to communicate to the public by radio broadcast
- the right to communicate to the public by free to air television broadcast
- the right to communicate to the public by subscription television broadcast

Have you changed your postal address?

Do you require an acknowledgement of receipt of this form?
(Please provide your email address) _____

Branch Offices

www.apra-amcos.com.au

NSW/ACT	VIC/TAS	QLD	SA	NT	WA	NZ
16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	Suite 29 8-20 O'Connell Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	Level 1, 29 Cavenagh St. Darwin NT 0801 P: 61 8 8941 0988 nt@apra.com.au	Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au

NOTICE UNDER ARTICLE 17(b)

Request for Opt Out (transfer of ownership back)



2. CONSENT OF INTERESTED PERSONS

I attach the signed consent and release from each co-writer, publisher or other person who has assigned any share of the Performing Right in any of the Works to APRA.

3. COSTS

I undertake to pay APRA, on receipt of a tax invoice, APRA's reasonable costs, not exceeding \$200, incurred by APRA in connection with and/or arising out of the grant of this re-assignment.

5. INDEMNITY

I indemnify APRA against liability for all damages, losses, costs and expenses incurred by or awarded against APRA arising out of third party claims related to the re-assignment to me or any licence for, or assignment of, the Performing Right in the Works granted by me.

6. ACKNOWLEDGMENTS

I acknowledge that APRA is not obliged to collect and I am not entitled to receive any royalty allocation or other sums from APRA for Performances of the Works in any category of the Performing Right which has been re-assigned to me.

Type the words "SIGNED BY ME" followed by your full name in the box below

Signed _____

Dated _____

Branch Offices

www.apra-amcos.com.au

NSW/ACT	VIC/TAS	QLD	SA	NT	WA	NZ
16 Mountain Street Ultimo NSW 2007 Ph: 61 2 9935 7900 Fax: 61 2 9935 7999 writer@apra.com.au	3 & 5 Sanders Place Richmond VIC 3121 Ph: 61 3 9426 5200 Fax: 61 3 9426 5211 victas@apra.com.au	PO Box 1230 Fortitude Valley QLD 4006 Ph: 61 7 3257 1007 Fax: 61 7 3257 1113 qld@apra.com.au	Suite 29 8-20 O'Connell Street Nth Adelaide SA 5006 Ph: 61 8 8239 2222 Fax: 61 8 8239 0744 sa@apra.com.au	Level 1, 29 Cavenagh St. Darwin NT 0801 P: 61 8 8941 0988 nt@apra.com.au	Suite 1 12-20 Railway Road Subiaco WA 6008 Ph: 61 8 9382 8299 Fax: 61 8 9382 8224 wa@apra.com.au	Unit 113, 21-23 Edwin St Mt Eden, Auckland Ph: 09 623 2173 Fax: 09 623 2174 nz@apra.com.au



NOTICE UNDER ARTICLE 17(b)

Consent to Opt Out

In this document:

Performing Right means the rights to perform in public and communicate to the public (including broadcast) and Performance has a corresponding meaning;

Works means the musical works (including any accompanying words) the Performing Right in which has been assigned to APRA by

PRINT NAME OF MEMBER REQUESTING RE-ASSIGNMENT OF RIGHTS IN THE ATTACHED NOTICE

1. I,

PRINT FULL NAME AND DESCRIPTION OF INTEREST - eg, CO-WRITER, PUBLISHER ETC

of

PRINT ADDRESS

having APRA membership number:

APRA MEMBER NO.

hereby consent to the re-assignment by APRA to the Member for the categories of the Performing Right referred to in the Notice.

2. I acknowledge that APRA is not obliged to collect and I am not entitled to receive any royalty allocation or other sums from APRA for Performances of the Works in which I have an interest in any of the categories of the Performing Right re-assigned to the Member in accordance with the attached Notice.

Type the words "SIGNED BY ME" followed by your full name in the box below

Signed _____

Dated _____

Branch Offices

www.apra-amcos.com.au

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Summary of differences between an Opt out, a Licence Back and an Online Non-Commercial Licence Back

	Opt out	Licence Back	Online Non-Commercial Licence Back
Applies to how many of your works?	All works	Any nominated work or a number of works	Any nominated work or a number of works
Non-exclusive licence	No	Yes	Yes
Is there a re-assignment of your performing right?	Yes	No	No
Uses covered	Your choice of as many performing right categories as applicable, worldwide	Your choice of as many performing right categories as applicable in Australia and/or New Zealand only	Online Non-Commercial uses only
Period covered	Can be a set period or in perpetuity	Can be one-off use, a set period or in perpetuity	Can be one-off use, a set period or in perpetuity
Notice required	3 months	1 week - live performances of a member's own works, performances by means of cinematograph films, and for all communications of works. 2 weeks - all other public performances	1 week
Costs	APRA's reasonable costs associated with the Opt Out, capped at \$200	APRA's reasonable costs associated with the Licence Back, capped at \$200	At APRA's discretion, but in any event, not to exceed APRA's reasonable costs associated with the Online Non-Commercial Licence Back