

DATED 3 August 2022

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) COMV DEVELOPMENTS LIMITED

Agreement pursuant to Section 106 of
the Town and Country Planning Act
1990 relating to land at:
Oldlands Farm, Newlands Road, Bognor Regis, PO22 9FJ

Planning ref: AL/87/21/PL

Arun District Council
The Civic Centre
Maltravers Road
Littlehampton
BN17 5LF
DX57406 LITTLEHAMPTON

Date: 8 August 2022

PARTIES:

- 1 **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, LITTLEHAMPTON BN17 5LF ("the Council")
- 2 **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, PO19 1RQ ("the County Council")
- 3 **COMV DEVELOPMENTS LIMITED** of Basing Park, Privett, Alton, Hampshire, GU34 3NS ("the Owner")

RECITALS

WHEREAS

1. The Council is the local planning authority, for the purposes of the Act for the area in which the Land is situated.
2. The County Council is a planning authority for the area in which the Land is situated and is the local highway authority for the area in which the Land is situated.
3. The Council shall be responsible for enforcing this Deed for all purposes.
4. The County Council shall be responsible for enforcing this Deed so far as highways and transport matters are concerned.
5. The Owner is the registered proprietor with Title Absolute of the Land registered at HM Land Registry under Title Numbers WSX364102 and WSX400594 known as land at Oldlands Farm, Newlands Road, Bognor Regis, PO22 9FJ.
6. The Developer made the Application to the Council and is proposing to carry out the Development.

7. The Council has resolved to grant the Planning Permission subject to the Owner covenanting to comply with the planning obligations herein which the parties hereto agree are necessary to mitigate the impacts of the Development.

NOW THIS DEED WITNESSETH as follows:

1. Interpretation:

In this Agreement unless the otherwise stated the following expressions shall where the context so admits have the following meanings:

1.1 "Act"	means the Town and Country Planning Act 1990 as amended.
1.2 "A27 Bognor Road Roundabout Contribution"	means the sum of £17,733 (seventeen thousand seven hundred and thirty-three pounds) to be spent by National Highways on improvements to the A27 Bognor Road Roundabout.
1.3 "A27 Contributions"	means the A27 Bognor Road Roundabout Contribution, the A27 Fontwell Avenue Roundabout Contribution and the A27 Nyton Road Junction Contribution.
1.4 "A27 Fontwell Avenue Roundabout Contribution"	means the sum of £4,000 (four thousand pounds) to be spent by National Highways on improvements to the A27 Fontwell Avenue Roundabout.
1.5 "A27/Nyton Road Junction Contribution"	means the sum of £1,240 (one thousand two hundred and forty pounds) to be spent by National Highways on improvements to the A27/Nyton Road junction.

1.6 "A29 Contribution"	means the sum of £75,480 (seventy-five thousand four hundred and eighty pounds) to be spent by the County Council on improvements to increase capacity at the A29/BNRR and A29/Steyping Way roundabouts.
1.7 "Agreed" or "Approved"	means agreed or approved in writing and given for the purpose of this Deed.
1.8 "Application"	means the planning application in respect of the Land for the Development given Council reference AL/87/21/PL.
1.9 "CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended).
1.10 "Commencement"	means the carrying out of a material operation as defined in section 56(4) of the Act on the Land in respect of the Development pursuant to the Planning Permission but excluding for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commenced" shall be construed accordingly.

1.11 "Commencement Notice"	means a notice in the form annexed to this to this Agreement as Appendix 2.
1.12 "Development"	means the development of the Land through the erection of a warehouse (Use Class B8) with ancillary office, associated vehicle parking, van storage, plant, ancillary structures, lighting, landscaping and infrastructure works including earthworks to facilitate flood compensation area pursuant to the Planning Permission.
1.13 "Developer"	means Lysander and Hanbury Properties C/O DWD 6 New Bridge Street London.
1.14 "Index"	means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department.
1.15 "Index Linked"	means index linked in accordance with Clause 13.1.
1.16 "Interest Rate"	means the rate 4% above the base rate from time to time of Lloyds Bank applicable at the Specified Date or the actual date on which the relevant obligation under this Deed is paid whichever is the higher.
1.17 "Land"	means those parts of the land at Land at Oldlands Farm, Newlands Road, Bognor Regis shown outlined in red on the Plan attached hereto at Appendix 1 and registered at HM Land Registry

	under title numbers WSX364102 and WSX400594.
1.18 "Mortgagee"	means any chargee or mortgagee or their appointed receiver.
1.19 "Occupation"	means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing and display or security purposes and "First Occupation" and "Occupiers" and "Occupy" and "Occupied" shall be construed accordingly.
1.20 "Operative Date"	means the date the Development is Commenced.
1.21 "Payment Notice"	means a notice in the form annexed to this Agreement as Appendix 3.
1.22 "Plan"	means the plan annexed hereto at Appendix 1 with drawing number 2103-ASA-VO-XX-DR-A-PL02-(S2-P1).
1.23 "Planning Obligations"	means the obligations, conditions and stipulations set out in the First Schedule and "Planning Obligation" shall be construed accordingly.
1.24 "Planning Permission"	means a planning permission for the Development granted pursuant to the Application.
1.25 "Signed For Delivery"	means post that when received must be signed for by the recipient.

1.26 "Section 73 Consent"	means any approval or consent given by the Council for a minor material amendment to the Planning Permission under Section 73 of the Act.
1.27 "Specified Date"	means the date upon which a Planning Obligation arising under this Agreement is to be carried out or is due to be performed.
1.28 "Travel Plan"	means the travel plan for the Development produced by Vectos, dated June 2021 and entitled "Oldlands Farm, Bognor Regis – Travel Plan" or any such revision thereof as may be agreed between the Owner and the County Council pursuant to the monitoring and review process set out within the Travel Plan.
1.29 "Travel Plan Auditing Fee"	means the sum of £5,000 (five thousand pounds) payable to the County Council towards the cost of the County Council auditing the implementation of the Travel Plan (Final).
1.30 "Working Day"	means a weekday (Saturdays, Sundays and public holidays days excepted) and "Working Days" shall be construed accordingly.

2. Interpretation

2.1 Clause headings shall not affect the interpretation of this Agreement.

2.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

- 2.3 A reference to a “**company**” shall include any company, corporation or other body corporate, where and however incorporated or established.
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
- 2.6 A reference to any party shall include that party’s representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 2.7 Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.9 A reference to “**writing**” and “**written**” does not include fax or email.
- 2.10 References to clauses and schedules are to the clauses and schedules of this Agreement.
- 2.11 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.12 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 2.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

3. Legal Basis

- 3.1 This Agreement is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers whether listed in the Agreement or not.

- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations under Section 106 of the Act and are entered into by the Owner and enforceable by the Council and the County Council as local planning authorities with the intention that (subject to the provisions herein) they bind the interests held by the Owner in the Land and its successors in title and assigns in accordance with Section 106 of the Act.

4. Conditionality

- 4.1 This Agreement shall take effect on the date hereof but the Planning Obligations within the First Schedule and clause 5 herein are conditional upon and shall not be enforceable until the occurrence of both:

4.1.1 the grant of Planning Permission; and

4.1.2 the Operative Date.

5. The Owner's Covenants

- 5.1 The Owner covenants with the Council so as to bind the Land to perform the obligations as set out in Part 1 of the First Schedule.

- 5.2 The Owner covenants with the County Council so as to bind the Land to perform the obligations as set out in Part 2 of the First Schedule.

6. The Council's and County Council's Covenants

- 6.1 The Council and the County Council covenant with the Owner as set out in the Second Schedule.

7. Certificates

- 7.1 The Owner agrees with the Council and the County Council:

7.1.1 Not more than 7(seven) days after the Development is Commenced the Owner shall serve on the Council and the County Council a Commencement Notice in the form set out in **Appendix 2** hereto.

7.1.2 Where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give the Council or (as applicable) the County Council notice of the Specified Date not more than seven days after such Specified Date; and

7.1.3 If the Owner fails to give the notice required under this Clause the Council or the County Council shall acting reasonably be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owner of that determination.

8. Miscellaneous

- 8.1 Nothing in this Agreement constitutes an obligation to grant planning permission.

- 8.2 The Owner shall on completion of this Agreement pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement.
- 8.3 The Owner shall on completion of this Agreement pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement.
- 8.4 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.5 This Agreement shall be registered by the Council as a local land charge.
- 8.6 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by Recorded Delivery to the principal address or registered office (as appropriate) of the relevant party or delivered by hand in accordance with Clause 16.
- 8.7 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at the Owner's written request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 8.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.9 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

8.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

8.11 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

9. Exclusion of liability

9.1 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement which relate to a part of the Land in which it does not have an interest.

9.3 The Planning Obligations in this Agreement shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development.

9.4 Any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the Mortgagee under such a legal charge shall have no liability under this Agreement unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the Mortgagee shall not be liable for any breach of this Agreement that occurs prior to the mortgagee taking possession of the Land.

10. Waiver

- 10.1 No waiver (whether expressed or implied) by the Council, County Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. Change in Ownership

- 11.1 After the Operative Date the Owner agrees with the Council and the County Council to give the Council and the County Council written notice within 14 Working Days of any disposition of any of its interests in the Land occurring before all the Planning Obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

12. Future Section 73 Consents

- 12.1 Subject to clauses 12.2 to 12.4 below, if any Section 73 Consent is granted after the date of this Agreement:

12.1.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and

12.1.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;

- 12.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

- 12.3 to the extent that any of the Planning Obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;

- 12.4 the provisions of this clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or Planning Obligations of or contained within this Agreement or where the Council (acting reasonably) considers it necessary to require a further planning obligation prior to issuing the relevant Section 73 Consent.

13. Index linked

- 13.1 Unless there is an express provision to the contrary the Owner agrees with the Council that any sum payable by the Owner and referred to in Part 1 of the First Schedule shall be increased by the application of the following formula:

$$A = B \times (C/D)$$

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Agreement

C is the Index for the month two months before the date that the Specified Date

D is the Index for the month two months before the date that the Planning Permission is granted; and

C/D is equal to or greater than 1

- 13.2 Unless there is an express provision to the contrary the Owner agrees with the County Council that any sum payable by the Owner and referred to in the Part 2 of the First Schedule shall be increased by the application of the following formula:

$$A = B \times (C/D)$$

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Agreement

C is the Index for the quarter preceding the Specified Date

D is the Index for the quarter preceding the date that the Planning Permission is granted; and

C/D is equal to or greater than 1

- 13.3 Where reference is made to the Index and that Index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased Index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the Index is not replaced to an alternative reasonably comparable basis or index agreed in writing between the Council or the County Council (as applicable).

14. Interest

- 14.1 Interest will be paid on sums due to the Council and the County Council under this Agreement, but not paid on the Specified Date, from the Specified Date until actual payment. The rate of interest shall be the Interest Rate.

15. VAT

- 15.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

16. Notices

- 16.1 A notice or other communication to be given under or in connection with this Agreement must be in writing and must be:

16.1.1 delivered by hand, or

16.1.2 sent by Recorded Delivery post or other next working day delivery service.

- 16.2 Any notice or other communication to be given under this Agreement must be sent to the relevant party as follows:

16.2.1 to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Application number;

16.2.2 to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, PO19 1RQ quoting the Application number)

16.2.3 to the Owner at the address given in the particulars herein.

or such other address as the relevant party shall specify by written notice to the other parties

16.3 Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:

16.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;

16.3.2 if sent by Signed for First Class or other next working day delivery service at 9 a.m. on the second Working Day after posting.

16.4 A notice or other communication given under this Agreement shall not be validly given if sent by email or fax.

16.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Dispute Resolution

17.1 Where any matter the subject of this Agreement shall be in dispute the parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.

- 17.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.
- 17.3 in the case of any legal requirement or interpretation or other matter regarding this Agreement the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council; and
- 17.4 The determination of the expert (including any determination as to the responsibility for the payment of his own costs and those of the Parties) shall be final and binding upon the Parties and on any persons claiming through or under them and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.
- 17.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:
- 17.5.1 the Expert shall call for representations from both parties within 21 days of a reference to him under this Agreement and require the parties to exchange representations within this period;
- 17.5.2 the Expert shall allow the parties to the arbitration 14 days from the expiry date of the period referred to in clause 17.5.1 above to make counter representations
- 17.5.3 any representations or counter representations received out of time may be disregarded by the Expert
- 17.5.4 the Expert shall provide the parties with a written decision (including his reasons) within 28 days of the last date of receipt of counter representations and he shall be entitled to call for such independent expert as he shall think fit.

17.5.5 the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the award.

17.5.6 unless this Agreement has already been terminated each of the respective parties shall in every case continue to comply with its obligations under this Agreement regardless of the nature of the dispute for resolution pursuant to this clause 17 (but without prejudice to the rights and obligations of the respective parties in relation to the termination of the Agreement).

18. Jurisdiction

18.1 This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

19. Delivery

19.1 The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

FIRST SCHEDULE
Planning Obligations

Part 1

A27 Contributions

The Owner covenants with the Council as follows:

1. Not to Occupy or permit Occupation of the Development until the Owner has paid to the Council the A27 Contributions for onward payment to National Highways.

Part 2

A29 Contribution& Travel Plan Auditing Fee

The Owner covenants with the County Council as follows:

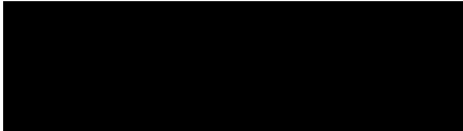
1. Not to Occupy or permit Occupation of the Development until the Owner has paid to the County Council the A29 Contribution and the Travel Plan Auditing Fee.

SECOND SCHEDULE

Council and County Council Covenants

1. The Council covenants with the Owner that in the event that the A27 Contributions are paid to it pursuant to this Agreement it will hold said contribution and not use them for any other purpose than as specified in this Agreement and upon receipt of any request from National Highways for payment of said contribution will forward the contribution to National Highways as soon as reasonably practicable and in any event no later than 20 Working Days from receipt of any such request and that in the event that that the date falling 10 (ten) years from payment of the A27 Contributions to the Council the contributions (or part thereof) have not been paid to National Highways the Council will (upon receipt of a written request from the Owner) repay to the Owner such part of the contribution as has not been paid to National Highways along with any interest accrued.
2. The County Council covenants with the Owner that where any contribution is paid to it pursuant to this Agreement it will use said contribution solely for the purposes specified herein and that in the event that the date falling 10 (ten) years from payment of the relevant contribution the contribution (or part thereof) remains unspent or uncommitted the County Council will (upon receipt of a written request from the Owner) repay to the owner such part of the contribution as remains unspent or uncommitted along with any interest accrued.

EXECUTED AS A DEED by affixing
the Common Seal of
ARUN DISTRICT COUNCIL



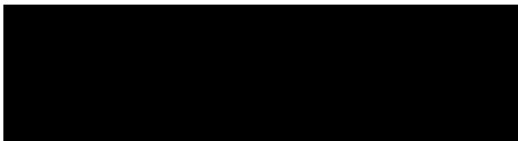
Authorised Signatory

Name: BOLAND CUNEO

Job Title: PROPERTY LAWYER

Seal Book Number. 317/222

EXECUTED AS A DEED by affixing
the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of

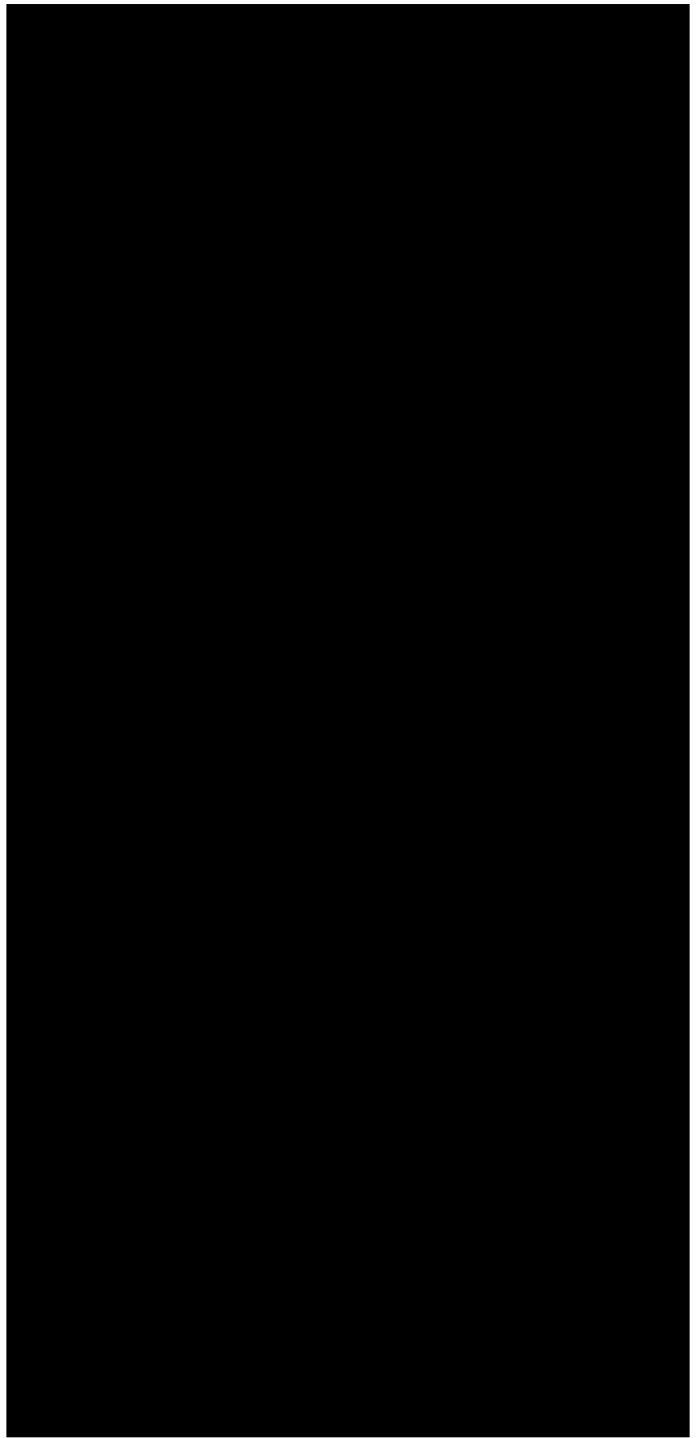


Authorised Signatory

Name:

Job Title:

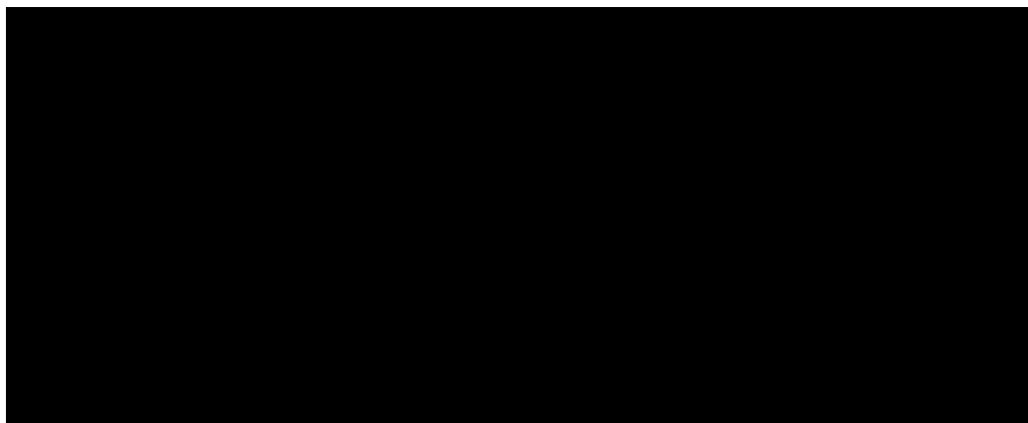
Seal Book Number.



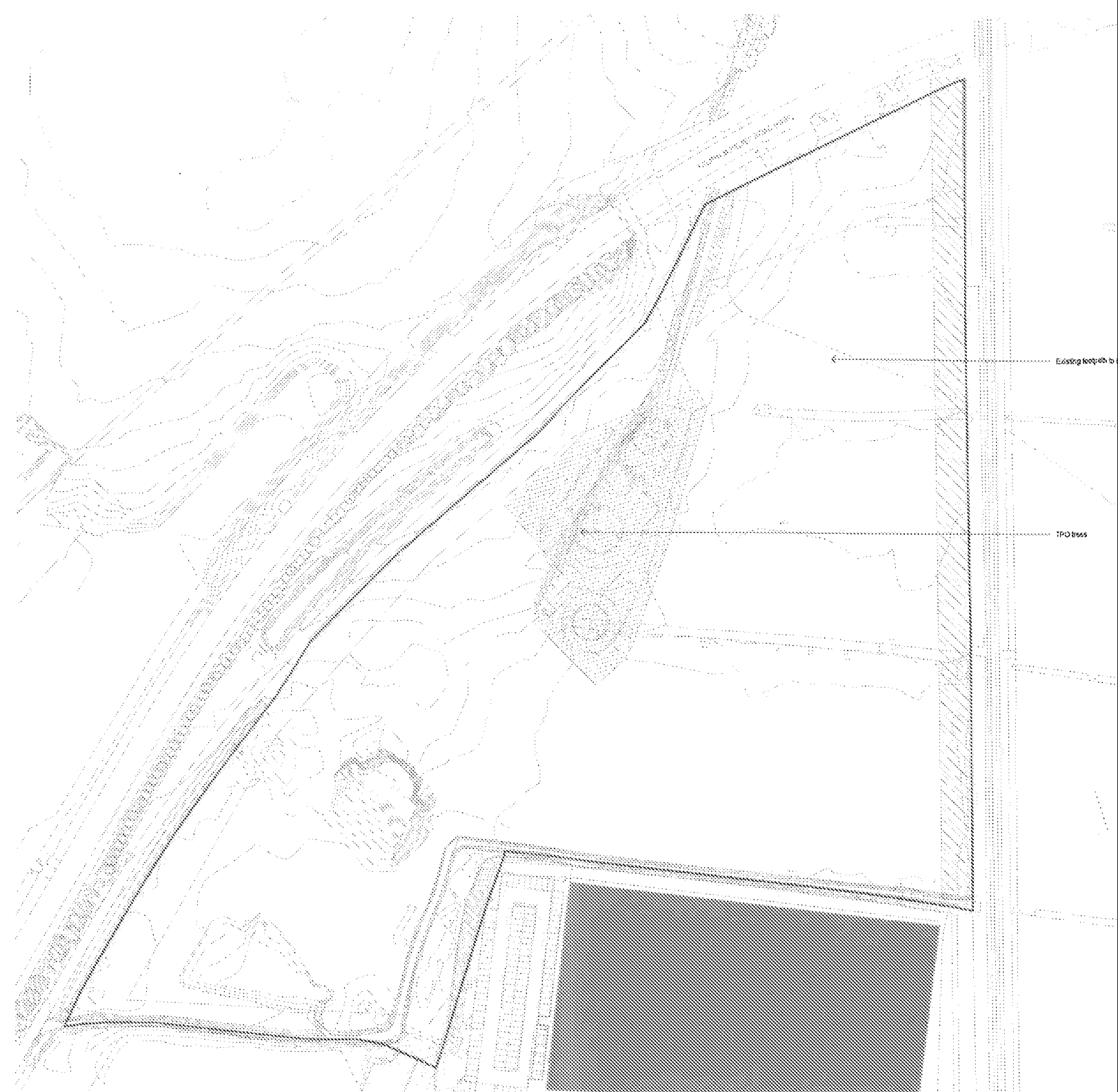
Executed as a deed by:

COMV Developments Limited

acting by ~~{a director and its secretary}~~ [two directors]



APPENDIX 1 – PLAN



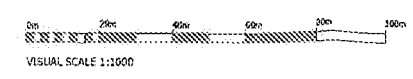
Existing Site Plan
1 : 1000

Scale for planning purposes only
before sent to be verified of dimensions in figure dimensions
Construction must check all dimensions in figure
This drawing is copyright and is for use on this site only
This drawing is to be used solely for information as intended
For other information refer to the latest revision of any cross-referenced drawing



LOCATION PLAN:

NOTES:



REV	DATE	DESCRIPTION	BY	CHK
1	11/02/2021	Updated Existing Planning Constraints		

PROJECT TITLE		Bognor Regis	
DRAWING TITLE		Existing Site Plan	
PLANNING	STATUS	DE	GC
PLANNING	STATUS	DE	GC
PLANNING	STATUS	DE	GC
PLANNING	STATUS	DE	GC

LYSANDER

ashtonsmith

20123

APPENDIX 2
COMMENCEMENT NOTICE

Pursuant to Clause [] in the Planning Obligation Described Below

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated: this _____ day of _____ 20

Signed: _____

On Behalf of: _____

To:	(1) Group Head of Planning, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406 Littlehampton); (2) Monitoring and Records Team, Strategic Planning Division of County Hall, Chichester, West Sussex P019 1RQ (DX: 157410 Chichester 8)
From:	
Development At:	
Nature of Development:	
Planning Permission Date & Reference:	
Planning Obligation Date & Parties:	
Start Date:	

APPENDIX 3

(Payment Notice)

Payment of Monies due under a Section 106 Planning Obligation / Agreement

Dated: this _____ day of _____ 20

Please answer all the questions:

1. Payment to be made by / on behalf of
.....
2. Land at Oldlands Farm, Bognor Regis
3. Agreement dated
4. Planning application reference number (where applicable)
5. Obligation in Agreement:
 - (a) clause no.
 - (b) contribution towards
 - (c) amount of contribution due
 - (d) Date upon which contribution is due
 - (e) amount of contribution enclosed
 - (f) amount of monitoring sum