



BUCKINGHAMSHIRE
NEW UNIVERSITY

EST. 1891



**Debt management procedures
for UKVI student route sponsored
students**

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Approved by: University Executive Team

Owner: Chief Finance Officer

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Purpose

1. This document sets out the procedures of Buckinghamshire New University (“the University”) in relation to the collection of fees for UKVI student route sponsored students and its debt management procedures.
2. In this document “student” refers to UKVI student route sponsored students.

Applicability and Scope

3. The University has many sources of income which, throughout the academic year, are collected by different methods. These procedures cover the collection of fees and charges for students - for tuition, accommodation, library services, and all other miscellaneous charges and fines.
4. The majority of students on a programme of study may be required to pay tuition fees and other charges. Fees and charges are usually defined by the academic year or other period of study and the fees are collected during that period. Progression through a programme of study will be affected if this financial obligation is not fulfilled.
5. It is acknowledged that debt can be an emotive and sensitive issue. The Procedures are therefore formulated to allow a degree of flexibility. However, students have an obligation to ensure their financial affairs are in order.
6. Students will receive various notices with advice, demands and sanctions clearly highlighted.

Summary – Key Points for Students

7. All students must:
 - Pay a deposit during the application process of between 50% to 70%, depending on their country of origin
 - Pay between 60% to 100% of fees each year prior to enrolment, depending on their country of origin
 - Pay any remaining outstanding fees by semester 2
8. Failure to pay all fees as per this schedule will result in a withdrawal of sponsorship and a report being made to the UKVI.

Debt management procedures for students

Purpose

9. The purpose of the University’s policy is to:

- provide clarity for students and employees alike
- minimise levels of debt, and of bad debt, in order to protect the overall financial health of the University
- maximise resources available for reinvestment into teaching and research excellence
- protect students from the adverse consequences of failing to deal with unmanageable personal debt
- introduce sanctions which are fair, robust enough to be effective and which do not penalise unreasonably
- enable action, including legal action, to enforce settlement of debt for outstanding fees and charges. Recovery action will be taken against all current and former students who have failed to engage with the University to find a solution to any outstanding debt, or who have failed to honour agreements to pay
- reduce the amount spent on collection and legal charges.

Student responsibilities

10. When applying to study at the University students will need to plan their finances. As a general principle, the students are responsible for the costs of their tuition, regardless of how they plan to fund them.
11. In accepting the offer of enrolment onto a programme, the student accepts a contractual liability to pay the tuition fee for the duration of their course.
12. Students funded by sponsorships are responsible for uploading their respective sponsor form, purchase order and other information into BNU Connect as applicable at the point of enrolment.
13. Students are personally responsible for ensuring that all appropriate fees, fines and other charges, including any element of fees payable by sponsors are paid by the due dates.
14. Students are responsible for paying any other fees, charges or loan repayments by the due dates.
15. Students are responsible for avoiding any financial risks, such as fraud and phishing emails/links, when paying their tuition fees through a third party on their behalf.
16. Students in University accommodation are required to pay the accommodation rent for the duration of their accommodation licence period. Students should refer to the full terms and

conditions of their signed licence agreement. Contact the Accommodation Department for more information.

17. Students must communicate with the University regarding the payment of any fees or charge. Students who have not paid their tuition fees by the due dates will be subject to the sanctions and debt management procedures which form part of this policy.
18. Students must notify the Student Hub or Student Records Department as soon as there has been any change in their circumstances which may affect the student's account with the University:
 - Change of name
 - Change of address (home or term-time)
 - Change of telephone number (landline or mobile)
 - Change of personal email address.
19. Students must inform Academic Registry and the UKVI Compliance Team immediately if they are considering withdrawing, deferring or suspending from their programme of studies. This will safeguard students from having a tuition fee liability incorrectly attached.
20. A student who believes particular circumstances should be taken into account - or a student is not happy about a decision concerning the payment of tuition fees payable to the University - should, in the first instance, write to the Student Hub - Student.Centre@bnu.ac.uk
21. If a student is not happy about a decision concerning the payment of any other fees or charges payable to the University, they should, in the first instance, write to the Income Manager - Income@bnu.ac.uk

University responsibilities

22. The University will at all times seek to be sympathetic to, and understanding of, individual students' financial circumstances. However, for the University to do so, students must engage in dialogue with the University.
23. The University can only implement an instalment plan which is not in breach of its Financial Conduct Authority (FCA) Licence. Where an extended agreement needs to be made, they will ask its external collector to collect the fees on its behalf – a fee will be incurred for this service.
24. In order to ensure UKVI compliance, the Marketing and Student Recruitment Directorate is responsible for ensuring that external recruitment agencies undertake credit checks on potential students to confirm that they have sufficient funds to cover their study at the University.

25. If a member of staff is aware that a student is contemplating withdrawal or suspension/deferral, it is imperative that they advise Academic Registry, the UKVI Compliance Team and/or Finance. This will safeguard students from having a tuition fee liability incorrectly attached.
26. A student will not be allowed to graduate or receive a University Award (a degree, diploma or academic certificate) if they still have an academic debt. Their record will be flagged 'DEBTOR' or 'DONOTAWARD'.
27. Academic Staff are not empowered to vary fees or agree payment schedules with students on behalf of the University.
28. University staff are **NOT** permitted to give debt counselling or debt advice.

Fee setting policy

International undergraduate and postgraduate fees

29. Fees for international undergraduate and postgraduate students are not regulated by the UK government, but are set by the University. The University reserves the right to vary the fees by considering a range of factors, including the costs of delivering its teaching programmes, changes in government funding and prevailing market conditions.

Reassessments

30. Students who do not pass a module at first sitting, may get an automatic reassessment. There is no charge for a reassessment taken within the same academic year.

Repeat of modules or elements of courses

31. Students who are required to repeat a module or other credit-bearing element of their course, are liable to pay a tuition fee at the published rate for the academic year they are repeating (pro rata of the normal fee where only part of the stage is being repeated).

Tuition fees liability

Tuition fees

32. All students enrolled at the University will be liable to pay tuition fees from day one of the course and to make all payments.
33. The students retain ultimate liability for the payment of their fees, whether invoiced or not, including instances where sponsorship agreements have been approved. The University will always seek to recover fees directly from students in cases where the payment from other approved sources is not forthcoming.

34. For courses requiring enrolment on each academic year, there is a new charge for each year, unless specifically stated.

Cooling off periods

35. If for any reason a student changes their mind about joining the University after they have accepted their offer, they have a legal right to cancel their acceptance of the offer within 14 days under the United Kingdom's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The cancellation period will expire after 14 days from the date we receive the student's acceptance.
36. To exercise the right to cancel, the student must inform Admissions at the University of their decision to cancel by emailing admissions@bnu.ac.uk
37. The University allows a 14-day cooling off period for all Programmes of Study.
38. This allows 14 days for the Student to change their mind about their chosen course and formally withdraw without financial penalty. The 14-day period starts from day one of the course (induction day for new students; first day of lectures for continuing students).
39. For online or remote enrolment this is taken as the date it is confirmed online or the form is received by the University.
40. To take advantage of this cooling off period the student must formally withdraw from their course within this 14-day period. Please refer to the Interruption, Withdrawal or Transfer of Studies Procedure for further information on how to do this at:
<https://bnu.ac.uk/students/academicadvice/changing-direction/withdrawing-from-your-course>.
41. If a student cancels their contract in accordance with the previous section, we will reimburse all payments which have made in respect of the cancelled contract. We will make the reimbursement without undue delay using the same means of payment the student used for their initial transaction.

Students paying their own fees

42. Tuition Fees for self-funded students are due in full or in part, depending on their country of origin, at or before enrolment for the upcoming academic period. It is expected that students due to pay their own fees will have paid prior to enrolment and will arrive at enrolment with their receipt for payment.
43. Students can view their accounts at <https://epayment.bucks.ac.uk/student> and make payment.
44. Where an applicant is required to pay a deposit during the application process, the deposit amount will be based on the applicant's home country. This will normally be £4,000 or between

50% to 70% of the tuition fee for the first academic year and confirmed in the applicant's Offer Letter.

Students being sponsor funded

45. Students being sponsor funded should supply a purchase order, a letter confirming sponsorship, or one of our sponsorship forms.
46. Students only partially sponsor-funded should pay their portion at enrolment, in full or by instalments.
47. It is expected that students due to pay their own fees will pay the portion due in full at or before enrolment. Students who do not will be in a defaulting position and subject to withdrawal from the course of study, withdrawal of immigration sponsorship and the collections process.
48. Students who pay their full year's tuition fee over two months before their course start date will be entitled to a £500 early payment discount.

Enrolment - continuing students

49. Tuition Fees for continuing self-funded students who have already proven their ability to pay are due 60% on re-enrolment and the remaining 40% in semester 2. It is expected that students due to pay their own fees will arrive at enrolment with their receipt for payment.
50. It is expected that students due to pay their own fees will pay the portion due in full at or before enrolment. Students who do not will be in a defaulting position and subject to withdrawal from the course of study, withdrawal of immigration sponsorship and the collections process.

Students who withdraw at their request, change visa status or are withdrawn due to low engagement

51. These students are liable for the tuition fees for the full academic period to which they enrolled. The University will only consider issuing a partial refund in exceptional circumstances, and only upon submission of proof that the student has left the UK or has changed their visa status. This will be entirely at the discretion of the University.
52. Academic Advice pages with specific advice on Changing Direction can be found here: <https://bnu.ac.uk/students/academicadvice/changing-direction>

Students who interrupt

53. Students who wish to interrupt their studies will need to withdraw from the course and reapply at a future date to restart the year.
54. Before interrupting, students must be encouraged to discuss financial matters with their Registry Officer: <https://bnu.ac.uk/students/academicadvice/changing-direction/interrupting-your-studies>

Sundry charges – academic and non-academic

55. Other sundry charges may be applied to the student's account. Payment for all sundry items is expected immediately, or in line with the due date shown on the invoice.

University bursaries or other awards

56. Any University bursaries or scholarships will be withheld until such time as the student has:

- brought their account up to date; or
- their private sponsor has brought their account up to date.

57. If a student withdraws or suspends their study, no further bursary payments will be paid.

58. Students who defer are subject to the terms and conditions that apply as of their year of entry.

Students returning to study - enrolment onto a new course after leaving, withdrawing, deferring or suspending with a debt

59. Students wanting to enrol onto a new course and who are in debt from a previous enrolment will be prevented from doing so.

60. Students who left owing money to the University are marked with a 'DEBTOR' flag. This flag should be taken into account when students are enquiring about or applying to enrol onto a new course. Admissions and enrolment staff should contact Finance if they have students in this position.

61. To enable the student to enrol, the outstanding debt - including any additional collection or legal charges - should be cleared in full. This applies even if the University is not actively pursuing the debt or it has been written-off financially.

62. The student may be required to pay for the new course in full on or before enrolment.

63. Instalment payment options are not available but, in exceptional circumstances, may be agreed at the discretion of Finance.

Awards - continuing and graduating students

64. A student who is eligible for an award of the University shall, if they have academic debt,

- be unable to attend the graduation award ceremony; and
- have their award certificate withheld

until their academic debt has been paid in full, including any related academic charges or legal fees.

65. Students whose personal sponsor has not paid will be treated as though they personally have a debt. It is the student's responsibility to ensure their fees are paid.

Process for pursuing debt

66. The University will pursue any outstanding amounts due from a student.

67. Student debt consists of one or more of the following:

Academic debt

- Tuition fees
- Unpaid sponsor tuition fee

Other related academic debt

- Other course related fees/expenses/materials/hire costs
- Unpaid short-term loans
- Student trips
- University penalty charges
- Collection charges
- Legal fees and charges
- Bounced cheque and returned payment charges
- Library books
- Library fines

Non-academic debt

- Accommodation
- Accommodation late charges
- Accommodation damages & penalties
- University penalty charges

68. Accounts not paid within the 14 days payment period are in default.

69. When Finance representatives are pursuing debts from enrolled students, they will issue a series of reminder notices (See Appendix 2 for the standard timescale for pursuing debts) if one or more of the following applies:

- payment has not been received from the student or sponsor by the due dates shown on the invoice, or by the payment liability date
- a student has defaulted on an agreed payment plan.

70. Notices will be sent to one or more of the following:

- their nominated email address or bnu.ac.uk email address
- by post to their registered term address
- by post to their registered home address.

71. Students may also receive a telephone call to their mobile or landline.
72. Students will be advised of the implications of not paying their accounts when due, by reference to their rights and responsibilities as set out in the regulations. This notification will be in advance of any rights being withdrawn and will:
- notify students that they can contact the Students' Union Advice Centre if they are experiencing financial difficulties
 - invite students to contact the Student Centre or Finance to discuss their payment problems related to tuition fees
 - invite students to contact the Student Centre (Accommodation Office) to discuss their payment problems related to accommodation fees
 - not impose sanctions whilst good-faith discussions are going on with the student concerned or negotiations are continuing on behalf of the student with the Students' Union or other personnel, within a reasonable time frame.
73. Students should contact or Finance – Income@bnu.ac.uk - to discuss their tuition account.
74. In exceptional circumstances, students may be permitted to alter their arrangements. Such arrangements may only be made with the agreement of Finance.
75. Students should not attempt to make alternative payment arrangements with school personnel or tutors.
76. The University can only agree to an alternative payment arrangement which adheres to its FCA licence:
- The payment arrangement will not extend beyond a 12-month period, starting from the first agreed alternative payment date
 - The payment arrangement will not extend past the end of the course
 - Students who cannot agree to an arrangement within these terms will have their account passed to our external collectors. There will be additional charges of at least 10% of the debt plus VAT.
77. Where an alternative arrangement cannot be agreed, the student's account will be in default and sanctions will then apply.

78. Failure to keep to an agreed payment plan will invalidate the agreement and the full amount will become immediately due and sanctions will then apply.

Students leaving with a debt

79. If a student leaves their programme with an outstanding debt to the University, Finance will continue to pursue recovery of the debt. If not already done so, they will be referred to the University's external collection agency for further action, up to and including court action.
80. Students whose accounts are in the hands of an external debt collecting agency should correspond with that agency.
81. The University reserves the right to pass on any collection or legal charges they have incurred in the collection of any outstanding tuition fees or other charges to the student.

Legal action

82. The University may opt to take County Court legal action on any unpaid account. The student will be liable for any court costs associated with the legal process. If a County Court Judgment is awarded against the student, this may affect their future ability to raise funds or enter into credit agreements.
83. The University may choose to enforce a Judgment.

Allocation of funds

84. If a student makes a partial payment in respect of an account, the sum paid will be allocated against the oldest outstanding transaction. Where that transaction is formally in dispute the amount will be set against the next oldest transaction.

Accommodation fees

85. The cost and the associated payment schedule are advertised and provided to students prior to signing their accommodation Licence Agreement as part of the online application process. Accommodation fees are payable in line with the accepted payment schedule, unless alternative arrangements are agreed by the Accommodation Office. A student's accommodation fees will not be reduced to take account of any periods when the student did not occupy the accommodation allocated to them.
86. Students accept the liability to pay the accommodation fees for the duration of their contract for accommodation, either in instalments or in one payment. Students can view their accounts at <https://epayment.bucks.ac.uk/student> and make payment online there or by bank transfer. All students (or parties paying on their behalf) should ensure that their student number and name accompany each payment.
87. It is the student's personal responsibility to ensure that the fees are paid on time. The student will be held accountable if the fees are not paid by a third party.
88. Non-payment of accommodation fees can result in the loss of accommodation, in which case the student will be charged damages, equivalent to the rent to the end of the licence period.

89. All students who withdraw from or interrupt their study at the University will be liable to pay their accommodation fees, on a daily pro-rata basis, from the start of their contract period to their leaving date plus any notice required by the terms of the Licence Agreement.
90. Students may be eligible for a refund if they have overpaid their accommodation fees or their liability ceases.
91. The Accommodation Office will confirm if a student is eligible for refund. All refunds are processed by Finance.
92. The University reserves the right to claim legal costs and judicial interest after default from students who fail to pay in accordance with any agreements made with the University.

Appendix 1 - Contacts

Contacts:

The **Student Hub** operates a service for students to discuss their financial accounts.

Telephone: 01494 603020

Email: Student.Centre@bnu.ac.uk

The Bucks Students' Union Advice Centre can provide information and advice on a wide range of financial issues including loans, debts, budgeting and benefits

Telephone: 01494 603016

Email: suadvice@bnu.ac.uk

Finance will be able to discuss your account by telephone, email or letter. All invoices, letters and sanction notices are issued by Finance.

Telephone: 01494 605083

Email: income@bnu.ac.uk

Appendix 2 - Table of collection actions and indicative sanctions schedule for students

The action taken may vary from the time period shown but will not be before the days specified. All dates and time periods are subject to change.

	Working Days (approx.)	Action	Responsibility	Comment/Action
1	Pre - enrolment	Admissions to check for DEBTOR flag on a student account.	Admissions, Finance, Academic Registry. Schools Administrators, Academic Staff	Contact Finance about the status of the account.
		Enrolment and re-enrolment documentation issued setting out requirements	Student Centre and School	Enrolment forms for students in debt should not be issued.
2	At an enrolment session	Check for DEBTOR flag. Does the student have a sponsorship form?	Student Records, Academic Registry, Student Centre and School	Students should be reminded that payment is due at enrolment. Sponsor funded students given time, usually two weeks, to supply other sponsorship notice.
3	Day 0	Invoice created on system	Student Records Department	
4	14 days after enrolment	Invoices created for students who have not supplied sponsorship evidence	Student Records Department	
5	Day 1	Invoice sent to personal email	System Generated	Invoice to be paid within 14 days.
6	Day 15	Letter 1	Finance	Missed Instalment Reminder - Reminder to student of due date. Particular reference to Sponsor funding notification required.
7	Day 29	Letter 2	Finance	Missed Instalment Second Reminder - Payment reminder to student that invoice is overdue.

8	Between Day 29 and 35	Calls, emails, other letters	Finance	
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9	Day 36 up top	Letter 3	Finance	Missed Instalment Third Reminder - Payment reminder to student that invoice is overdue and that, if fees remain unpaid, the student may be formally withdrawn.
10	Day 42	Letter 4	Finance	Final Notice - Notice to student that their sponsorship status is at serious risk and that failure to pay will result in the loss of that status.
11	Day 58	Debt referred to external collection agency	Finance	

Appendix 3 - How to pay – instructions for students

Option 1 – On-line payment

The easiest and most secure method of paying your tuition fees is by logging on to the University's on-line secure payment portal.

The ePayments system enables you to pay the University for all the amounts owing for tuition and sign up to the instalment option by credit/debit card.

Simply click on <http://bnu.ac.uk/epayments/> . You will need to enter your Student Identification Number and your date of birth. Simply choose tuition and enter the amount, you will then be prompted to enter your debit or credit card details. You will be sent an email receipt for any payment made.

A parent or sponsor can also pay direct to this account. The only information required will be your unique student identification number and your date of birth.

For our International and Distance Learning students you can use TransferMate, to pay your Tuition and accommodation fees.

Transfermate, in partnership with Barclays, offers a payment option which allows you to pay your University fees without having to pay any additional international bank fees or charges while offering a competitive foreign exchange rate. To pay using TransferMate click onto the link below and follow the instructions:

<https://bucks-ac-uk.transfermateeducation.com/>

Payment of debt and library charges

To pay outstanding fees, accommodation and other charges: <https://epayment.bnu.ac.uk/student>

To view your library account and make payment log on here: <https://epayment.bnu.ac.uk/library>

Option 2 – Direct transfer to bank

You can transfer of funds direct to our bank account or set up a standing order with your bank to pay on the instalment dates. Our bank details are:

Barclays Bank PLC
High Street
High Wycombe
Bucks

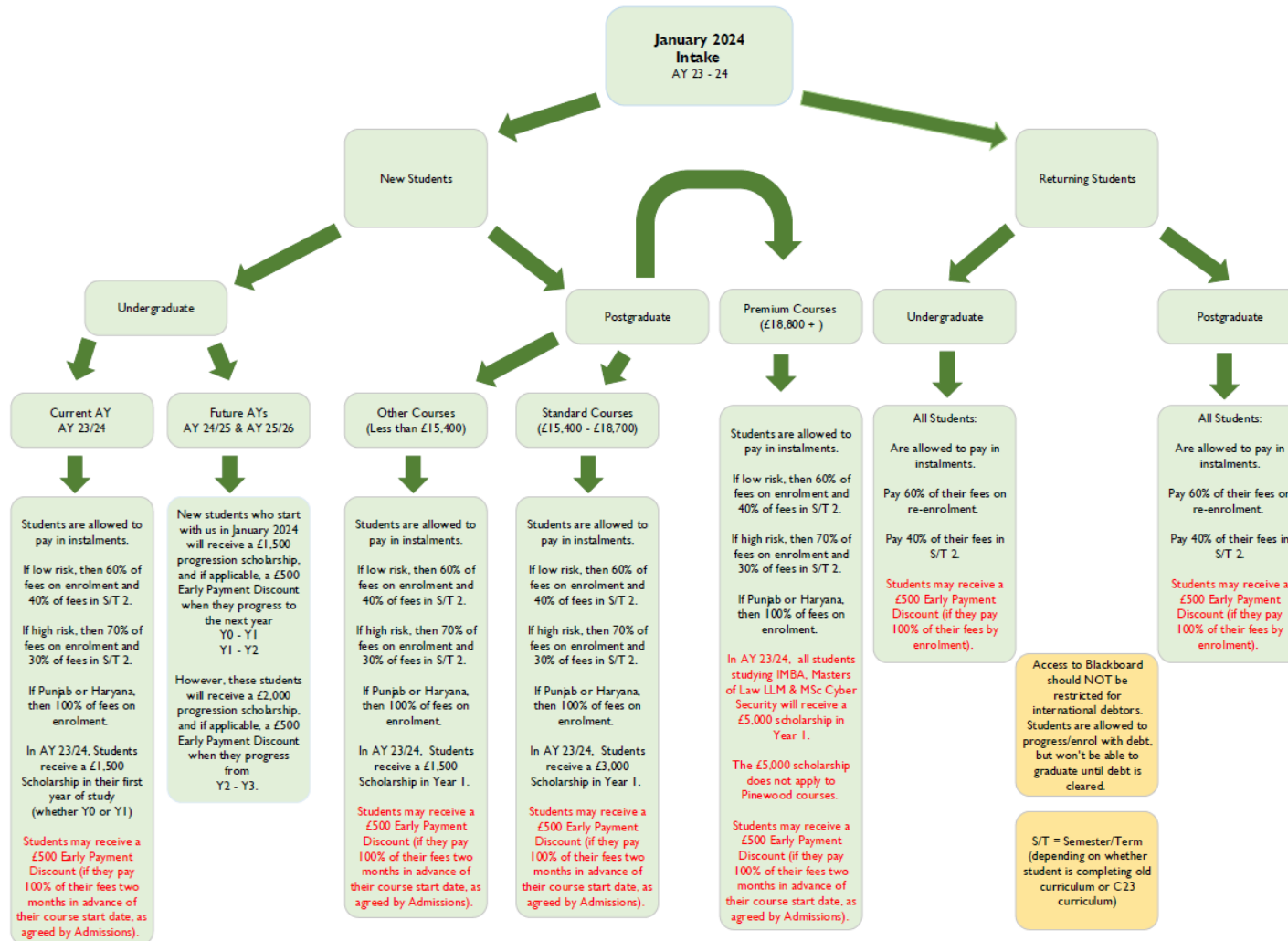
Account No: 90344443
Sort Code: 20-40-71
Swift Code: BARCGB22
IBAN Number: GB93BARC20407190344443

HP11 2BG

Please quote your student ID as reference

You may be able to set up a standing order with your bank to make the payments on the agreed instalment dates. It is your responsibility to ensure your bank pays the required amounts on the due dates (any bank charges must be covered by the student).

Appendix 4 – Process Overview



Appendix 5 - Equality Impact Assessment

An EqlA helps us to reach better evidenced outcomes first time. They analyse how all our work might impact differently on different people.

1. What is changing and why?				
The Payment and Debt Procedures for students and commercial customers are being consolidated into one single policy. Areas which may have been unclear in previous policies have been clarified and practices that are already in place operationally are being formalised.				
2. What do you know?				
By consolidating the previously separate policies the new policy will enable staff, students and commercial customers access to a single, clear policy .				
3. Assessing the impact				
	Could benefit	May adversely impact	What does this mean? <i>Impacts identified from what you know (actual and potential)</i>	What can you do? <i>Actions (or why no action is possible) to advance equality of opportunity, eliminate discrimination, and foster good relations</i>
a) How could this affect different ethnicities? <i>Including Gypsy, Roma, Traveller, Showmen and Boaters, migrants, refugees and asylum seekers.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently between people of different ethnicities in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.
b) How could this affect cisgender and transgender men and women (including maternity/pregnancy impact), as well as non-binary people?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently between cisgender or transgender people in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.
c) How could this affect disabled people or carers? <i>Including neurodiversity, invisible disabilities and mental health conditions.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently disabled people or carers in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.

d) How could this affect people from different faith groups?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently people from different faith groups in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.
e) How could this affect people with different sexual orientations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently people with different sexual orientations in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.
f) How could this affect different age groups or generations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently people of different age groups or generations in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.
g) How could this affect those who are married or in a civil partnership?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently people who are married or in a civil partnership in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.
h) How could this affect people from different backgrounds such as: socio-economic disadvantage, homeless, alcohol and/or substance misuse, people experiencing domestic and/or sexual violence, ex-armed forces, looked after children and care leavers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently people from different backgrounds in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.
i) How could this affect people with multiple intersectional experiences?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This policy does not distinguish or impact differently people with multiple intersectional experiences in any way.	We remain open to feedback from stakeholder groups for possible amendments to the policy.
4. Overall outcome				
No major change needed <input checked="" type="checkbox"/>	Adjust approach <input type="checkbox"/>	Adverse impact but continue <input type="checkbox"/>	Stop and remove <input type="checkbox"/>	
5. Details of further actions needed				
I do not believe any further actions or changes to the proposed policy are needed as a result of this impact assessment.				
6. Arrangements for delivery and future monitoring				
The policy will be available on the University website and will be reviewed in line with the University policy review timetable.				

7. Completed by:	Simon Anderson	Financial Controller	Date	31/07/2022
8. Signed off by:	Trevor Gabriele	Chief Finance Officer	Date	31/07/2022



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