



EMPLOYMENT TRIBUNALS

Claimant

Mr S Rafiq

v

Respondent

Woodflow Panels Ltd

Heard at: Sheffield (by video link – Kinly Cloud)

On: 30 April 2026

Before: Employment Judge James

Representation

For the Claimant: Represented himself

For the Respondent: Mr R Zeynel, company director

JUDGMENT

(1) The claim for unpaid wages (s.13 Employment Rights Act 1996) is upheld.
The claimant is entitled to be paid for 2 days work, a total of £269.90.

REASONS

The issues

1. The issues which the tribunal had to determine are:
 - 1.1. Did the claimant carry out work for the respondent prior to his employment officially commencing?
 - 1.2. If so, what, and when?
 - 1.3. Is the claimant entitled to be paid for that work?
 - 1.4. If so, how much is he entitled to be paid?

The proceedings

2. Acas Early Conciliation took place between 1 August and 17 September 2025. The claim form was issued on 23 September 2025. The claimant makes a claim for unpaid wages.

The hearing

3. The hearing took place over 2 hours. Evidence and submissions on liability and remedy were heard from the claimant and Mr Zeynel. Both provided documents before the hearing, which were considered beforehand and some of which were referred to and discussed at the hearing.

Findings of fact

4. Between January 2025 and February 2025 the claimant had three interviews with Woodflow Panels for the position of Financial Controller. The first interview was with the then Head of Sales, Olga Ellis. The second and third interviews were with Rami Zeynel and Ms Ellis.
5. During the third interview, there was a discussion about where the claimant's place of work would be. The claimant was given two possible options. One was to work in Leeds, in which case the claimant would be given a company car. The other was to work in Barnsley, without a company car.
6. The contract sent to him stated that the claimant's period of employment would commence when the site had been confirmed. It states:

Your period of employment with the Company begins 14th April (when Site has been confirmed)

The claimant signed the contract and returned it on 12 March 2025 (although it appears to be wrongly dated 12 March 2024).

7. The claimant was told that he would not be starting work until his work place was confirmed. During March 2025, the claimant was asked by Mr Zeynel via WhatsApp to attend Oracle training. The first training session took place on 28 March 2025. He attended two others on 16 April and 21 or 22 April. He spent about 1.5 hours on the first one and about 3.5 hours on the next two, including follow up work. A total of about 8.5 hours.
8. On 28 March 2025, the claimant was sent the chart of accounts which was discussed in the training. He spent a lot of time working on this in order to set up the chart of accounts to his liking for when he started the role. He spent about 4 hours completing these.
9. On 11 April 2025, the claimant was contacted by Mr Zeynel about invoicing on Net Suite, which is part of the Oracle accounting software. It transpired that the question was really about Credit Safe, a provider of credit check services. The claimant was unsure about this so had to call Credit Safe to find out the answer to Mr Zeynel's question. This took about 45 minutes. They then had an ongoing discussion on WhatsApp about the best way to control invoicing. This went on for some time, it is estimated about 1.5 hours in total on this query.
10. On 22 April 2024, the claimant sent an email to Ms Ellis and Mr Zeynel, expressing his disappointment about not being given an actual start date. Mr Zeynel replied on WhatsApp stating that he knew the claimant was ready to start in his role and could even work from home, but he needed to know when and where they would all be starting work.

11. The claimant kept asking for an update but had no reply. Therefore, on 29 April 2025, the claimant gave Mr Zeynel an ultimatum; that if he did not have an answer by that evening, he would be walking away from the role. After a lengthy conversation, Mr Zeynel told the claimant that his start date would be 19 May 2025 and he would have a laptop in place by then.
12. On 2 May 2025, Mr Zeynel Sent a WhatsApp message to the claimant, asking if he could set up a foreign currency account within his normal Lloyds account i.e. a Euro or Dollar account within that account. The claimant thoroughly investigated this and sent Mr Zeynel a link to enable him to apply for such an option. Mr Zeynel then made the application and subsequently told the claimant it would take 5 to 10 business days.
13. On 9 May 2025 the claimant messaged Mr Zeynel to say:

Hi Rami, any chance of you sending an updated contract with my start date? Unfortunately I cannot start without this as I will need to review it before signing it.
14. On 14 May 2025, the claimant messaged Mr Zeynel to say:

If I do not have a reply by 5pm UK time with a PROPER answer, I PROMISE you, I will be walking away. You have messed me around since February and I have had enough now.
15. Mr Zeynel sent the claimant a message on WhatsApp at 16:10 saying:

We can't start next week.

The claimant responded by telling Mr Zeynel he no longer wanted to work for the company.

Relevant law

16. Section 13 Employment Rights Act 1996 provides:

An employer shall not make a deduction from wages of a worker employed by him
17. Hence the questions set out in the list of issues section above and considered in turn below.

Conclusions

18. In arriving at the following conclusions on the issues before the Tribunal, the law has been applied to the facts found above. The issues are dealt with in turn.

Did the claimant carry out work for the respondent prior to his employment officially commencing?
19. Yes, on the basis of the evidence heard, the claimant did.

If so, what, and when?
20. The work the tribunal has heard evidence in relation to was the Oracle training (the accounting software programme used by the respondent) – about 8.5 hours. The Oracle accounts set up – about 4 hours. The Credit safe query, about 1.5 hours. The Lloyds bank account query, about one hour in total. This

is a total, of about 15 hours; bearing in mind these are estimates, that amounts to about 2 days work.

Is the claimant entitled to be paid for that work?

21. I conclude that normally, an employee can be expected to be paid for attending training and completing any follow up work, prior to their official start date. If their employment does not then commence, they are still entitled to be paid for that work. The legal effect is that they were 'employed' to do that work. I find that the claimant was entitled to be paid for the Oracle training and follow up work in setting up the accounts plus the other substantive queries referred to above. Even when his permanent employment with the company fell through, he was legally entitled to be paid for those hours.

If so, how much is he entitled to be paid?

22. An annual salary of £35,000 per year gives a weekly wage of £673; which equals £134.60 per day. 2 days work is £269.90. I award that sum to the claimant.

Employment Judge James
North East Region

Dated 30 April 2026

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