

GENERAL PROVISIONS

1. The restaurant and club located at Plac Mirowski 1, 00-138 Warsaw, called "DZIEŃ I NOC", is owned by the company DZIEŃ I NOC sp. z o.o., Twarda 18, 00-105 Warsaw, KRS 0000859829, REGON 387060108, NIP 5252836315, hereinafter "DZIEŃ I NOC" is a private place and represented only by the Management Board.
2. People who are guests of the restaurant or participate in events organized by DZIEŃ I NOC automatically accept these regulations.
3. Guests staying on the premises agree to the free dissemination of their image registered during events organized by DZIEŃ I NOC, both in static (photos) and dynamic (film) form for marketing, promotional, image and information purposes. The consent is granted for an indefinite period and without territorial restrictions and covers all known fields of exploitation, in particular: displaying, reproduction, broadcasting and re-broadcasting as well as any other public and non-public sharing of the recorded image, especially on the Internet, television (terrestrial, cable, satellite) or on billboards/posters. If the guest participates in an event sponsored by third parties or carried out by DZIEŃ I NOC at the request of third parties, the guest, regardless of the consent referred to in point 3, also agrees under the conditions set out in point 3 for the dissemination of his image recorded during the event by these third parties.
4. The consent specified in point 3 also includes the dissemination of the image by other third parties as part of the broadcasting and public display of marketing materials, reports and information about events.
5. In the area of DZIEŃ I NOC, meals and drinks purchased only in the premises can be consumed.
6. Complaints regarding food or drinks are taken into account only during consumption in the premises, and not after the end of consumption.
7. DZIEŃ I NOC bears no responsibility for damages caused as a result of reckless behavior, in particular cuts or other types of bodily injuries acquired while staying on the premises.
8. Parents or guardians are responsible for children staying on the DAY AND NIGHT premises. The restaurant is not responsible for children left unattended.
9. We do not sell alcohol to persons under the age of 18. We do not sell alcohol to intoxicated persons.
10. The Guest is obliged to show the discount card or VIP card before making the payment for the bill. The service may not take into account the discount if the card was presented later, after the order was fiscalized.

11. For the comfort of guests, DZIEŃ I NOC runs a cloakroom. DZIEŃ I NOC is not responsible for items abandoned and not collected from the cloakroom.
12. Table reservations can be made by phone at +48 667 607 605, by e-mail: hello@ dzieninoc.com or in person at DZIEŃ I NOC. Reservations are valid for 15 minutes.
13. There is an absolute ban on smoking in the premises of DAY AND NIGHT.

MUSIC CLUB AND EVENTS

1. Persons participating in events organized by DZIEŃ I NOC are obliged to read these regulations. Purchasing a ticket, making a reservation and entering the DZIEŃ I NOC area is tantamount to its acceptance.
2. In order to ensure the safety and comfort of the Guests DZIEŃ I NOC, DZIEŃ I NOC reserves the right to refuse entry to anyone whose appearance, clothing or behavior does not meet the standards in force at the facility. This also applies to persons placed on special written guest lists or having publicly available invitations/V.I.P cards. or who have previously booked seats in the premises.
3. The club's security staff decides about the entry of people to the premises. Until DAY AND NIGHT, persons under the age of 18, without an identity card, under the influence of alcohol or under the influence of other intoxicants will not be admitted.
4. Priority of entry to the premises is given to holders of VIP membership cards.
5. For safety reasons, DZIEŃ I NOC security staff have the right to refuse entry to the premises if the number of people in the premises exceeds the maximum number of people allowed on the premises.
6. Persons staying on the DZIEŃ I NOC are obliged to follow the recommendations of employees and security, aimed at ensuring safety and order.
7. It is forbidden to bring into the premises DZIEŃ I NOC: food, beverages, alcohol, narcotics and other substances whose possession and dissemination is prohibited by law, fire and gas weapons, knives and other sharp objects, pyrotechnic products and fire hazardous materials, other items that may pose a threat to the health or life of guests.
8. The security guard has the right to check the contents of bags, backpacks and clothing. In the event of refusal to submit to the above-mentioned control, DZIEŃ I NOC reserves the right to refuse entry to the DZIEŃ I NOC area.
9. Persons behaving aggressively or posing a direct threat to other guests at DZIEŃ I NOC, their property and property DZIEŃ I NOC, in a state of intoxication, under the influence of drugs and violating the Club's regulations will be asked to leave the premises.

10. DZIEŃ I NOC reserves the right to cancel the organized event without giving a reason. In this case, you are entitled to a refund for previously purchased tickets or paid seats. Cancellation of the event does not entitle to any other claims.

11. DZIEŃ I NOC is not responsible for random events that may occur during the event, such as: fire, evacuation ordered by the Police and Fire Brigade services, catastrophe, bomb alarm and will not be obliged to return money for tickets or to compensation for other claims related to the failure to take place or interruption of the event for the above-mentioned reasons.

12. A fee is charged for entering some events organized by DZIEŃ I NOC.

The organizer reserves the right to change the ticket price depending on the event.

13. The entrance fee to DZIEŃ I NOC is non-negotiable and is not refundable when you leave the premises. The ticket is single-use, it is forbidden to transfer the ticket (wristband) to third parties.

14. In the event of causing material damage on a DZIEŃ I NOC, committing an offense or inappropriate behavior, the security staff have the right to apprehend the perpetrator and immediately hand him over to the Police. The perpetrator of the destruction or the person responsible for him is responsible for damage caused during the DAY AND NIGHT.

CLOSED EVENTS AND EVENTS

1. The only form of booking an event, closed event or booking a table with a predetermined order is to pay a booking fee of 30% of the order amount based on the cost estimate provided by e-mail. We do not pre-book appointments. The payment is the only form of confirmation of the date and should be made immediately after determining the details of the organized event. Lack of payment of the reservation fee is tantamount to lack of reservation of the date.

2. The booking fee is not an advance payment within the meaning of the law. It is a confirmation of the deadline and is part of the total payment for the order, on the basis of which the Customer confirms the order for the service specified in the cost estimate.

3. Returns are not due in the event of fault on the part of the Customer. If the Customer wants to resign from the service after making the reservation fee, the fee is not refundable.

4. The DZIEŃ I NOC Restaurant is not obliged to change the confirmed date of the event to another one after making the reservation fee.

5. You can change the number of guests 7 days before the event. After this date, it will not be possible to change the number of guests. The number of guests cannot be less than 15% of the approved cost estimate. If there are fewer guests, the cost of the event remains the same.

6. If you want to hold an event longer than 6 hours, there is a 20% surcharge on the amount of catering and open bar package (event up to 9 hours maximum). Please inform us about your preferences as to the duration of the event at the stage of creating the cost estimate. Extensions will not be possible during the event. Consumption of catering and beverages under the offer takes place only on the premises, in the location on the premises specified in the "venue of the event" box.
7. Payment for the entire remaining part of the order should be made before the event - in the case of a transfer, 24 hours before the purpose of posting the funds. The DZIEŃ I NOC Restaurant reserves the right to cancel the event without the need to return the booking fee to the Customer, in the event of failure to obtain full payment from the Customer before the start of the closed event.
8. All prices given on the website and in the event offers are net prices.
9. If the Customer finds that the event program is inconsistent with the accepted offer, the Customer has the right to make a complaint. Complaints should be submitted within 7 days from the end of the event, by e-mail to hello@dzieninoc.com
10. Situations not provided for in these Regulations will be considered each time by DZIEŃ I NOC in accordance with the provisions of Polish law.
11. The court competent to settle disputes that may arise from the application of these regulations is the common court competent for the seat of the Organizer

The above regulations apply from November 1, 2020.